

WINDWOOD OAKS SUBDIVISION 1-5-11

RESTRICTIONS

Volume 261, Page 816; Volume 304, Page 174; Volume 307, Page 715, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Other Exceptions

- Channel Easement dated January 26, 1962 to the State of Texas, recorded in Volume 3, Page 296, Easement Records of Kerr County, Texas. (As per Lots 1, 18 & 19 ONLY)
- Channel Easement For Highway Purposes dated July 30, 1963 to the State of Texas, recorded in Volume 3, Page 394, Easement Records of Kerr County, Texas. (As per Lots 1, 18 & 19 ONLY)
- Easements as per the Plat recorded in Volume 5, Page 72, Plat Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions dated September 20, 1984, recorded in Volume 304, Page 174, Deed Records of Kerr County, Texas.
- Certified Service Area Map For Windwood Water Supply CCN # 12052 filed by Wiedenfeld Water Works, Incorporated and recorded in Volume 1593, Page 533, Official Public Records of Kerr County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

822913

WARRANTY DEED WITH VENDOR'S LIEN
[Subject to Lien(s)]

RESTRICTION

VOL 261 PAGE 816

THE STATE OF TEXAS §

COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CARL D. MEEK, JR. and JOHN MILLER, JR., not joined by their wives because the hereinafter described realty is not now and never has been the separate property of their wives nor is it nor has it ever been any part of their homestead, never having been claimed, intended, occupied or used as such, hereinafter called GRANTOR, whether one or more, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash, and other valuable consideration to GRANTOR cash in hand paid by HERMAN H. KELLER and wife, LOIS ANN KELLER, hereinafter called GRANTEE, whether one or more, receipt of which consideration is hereby acknowledged, and for which no lien, express or implied, is retained or shall exist, AND FOR THE FURTHER CONSIDERATION of the execution and delivery by GRANTEE of that one certain note (the "Note") in the original principal sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), of even date herewith, payable to GRANTOR and bearing interest and being payable as therein provided, the payment of which Note is secured by the vendor's lien herein retained, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, BARGAIN, SELL, AND CONVEY, unto GRANTEE, the property lying and being situated in Kerr County, Texas, together with all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and together with any and all improvements thereon, (collectively, the "Property") described as follows, to-wit:

All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, more particularly described in and subject to the exceptions stated in Exhibit "A", attached hereto and made a part hereof for all purposes, it being understood and agreed hereby that this conveyance is subject to the lien(s) described in Exhibit "A", attached hereto, but that GRANTEE is in no wise assuming the

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indebtedness secured by the lien(s) described in Exhibit "A", attached hereto, and nothing herein contained shall be construed to spread any lien(s) affecting the Property as security for the payment of any indebtedness to any portion of the Property other than that part originally described in the instrument(s) creating such lien(s).

GRANTOR hereby declares that the Property shall be held, transferred, improved, sold, conveyed, used and occupied subject to the covenants, restrictions and conditions hereinafter set forth, all of which shall (i) run with and bind the Property, (ii) inure to the benefit of and be enforceable by GRANTOR, GRANTOR'S heirs, legal representatives, successors and assigns, and (iii) be binding upon and enforceable against GRANTEE, GRANTEE'S heirs, legal representatives, successors and assigns, and all subsequent owners of the Property:

1. No mobile home or trailer shall be erected, installed or placed upon the Property.
2. No swine shall be placed or permitted on the Property.
3. No commercial gravel operation shall be commenced, instituted or permitted on the Property.

The failure of GRANTOR or GRANTOR'S heirs, legal representatives, successors or assigns to insist in any one or more instances upon the strict performance of any of the covenants, conditions or restrictions set forth in this Deed, or to exercise any right or option herein granted, or to serve any notice or institute any action shall not be construed as a waiver or relinquishment for the future, but such covenant, condition or restriction shall be and remain in full force and effect. No waiver of any provision hereof shall be deemed to have been made unless expressed in writing and duly executed and acknowledged by GRANTOR or GRANTOR'S heirs, legal representatives, successors or assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject as aforesaid, unto GRANTEE, GRANTEE'S heirs, legal representatives, successors and assigns, forever; and GRANTOR

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does hereby bind GRANTOR, GRANTOR'S heirs, legal representatives, successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property, subject as aforesaid, unto GRANTEE, GRANTEE'S heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

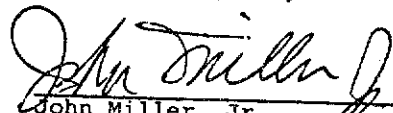
But it is expressly agreed and stipulated that a vendor's lien, as well as the Superior Title in and to the Property, are retained against the Property until the Note and all interest thereon are fully paid, according to their face, tenor, effect and reading, when this Deed shall become absolute.

The Note is additionally secured by a Deed of Trust of even date herewith from GRANTEE in favor of GRANTOR and this Deed and the Note are executed, delivered and accepted subject to the terms and provisions of said Deed of Trust.

EXECUTED this the 28th day of MAY, 1982.



Carl D. Meek, Jr.



John Miller, Jr.

FILED FOR RECORD

at 4:17 o'clock P M

MAY 28 1982

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

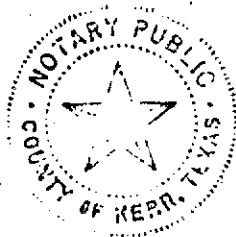
By Mary C. Hester Deputy

THE STATE OF TEXAS §

VOL 261 PAGE 819

COUNTY OF KERR §

This instrument was acknowledged before me on this 28th day
of ~~April~~ ^{May}, 1982 by CARL D. MEEK, JR. and JOHN MILLER, JR.



Thomas M. Maves
Notary Public, Kerr County, Texas
My Commission expires: 1-9-85
Thomas M. Maves
(Print or Type Name of Notary)

Grantee's name and address:

Herman H. Keller
821 Green Hill Road
Dallas, Texas 75232

EXHIBIT "A"

VOL 261 PAGE 820

I. PROPERTY:

Being all of a certain 20.00 acre, more or less, tract or parcel of land comprising approximately, 5.28 acres out of Geo. W. Brazeal Survey No. 392, Abstract No. 44, and 14.72 acres out of Wm. T. Crook Survey No. 63, Abstract No. 116, in Kerr County, Texas; part of 200 acres of land conveyed from Patrick W. Olfers, et ux, to Carl D. Meek, Jr. and John W. Miller, Jr. by an Assumption Deed executed the 7th day of June, 1978 and recorded in Volume 209 at Page 836 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron stake for the northwest corner of the herein described tract, the southwest corner of The Woods Section Two, a subdivision of Kerr County recorded in Volume 4 at Page 176 of the Plat Records of Kerr County, Texas, in the most westerly line of said 200 acre tract and in the easterly, curved right-of-way line of Farm-to-Market Highway No. 2771, which point bears, approximately, 674 ft. South and 429 ft. East from a rock mound and iron stake said to occupy the north corner of said Survey No. 392;

THENCE, along the westerly south line of said subdivision, N.80°00'E., 1588.08 ft. to a 1/2" iron stake set for the northeast corner of the herein described tract;

THENCE, S.10°00'E., 516.73 ft. to a 1/2" iron stake set for the southeast corner of the herein described tract in a fence along the southerly boundary line of said 200 acre tract;

THENCE, along said fence and southerly boundary line: S.77°18'W., 1195.32 ft. to an anglepost for a reentrant corner of the herein described tract, and S.14°34'W., 200.23 ft. to a cornerpost and 1/2" iron stake for the southwest corner of the herein described tract in a fence along a 5°45' curve having a 996.03 ft. radius, the easterly right-of-way line of said F. M. Hwy. No. 2771 and the southerly west line of said 200 acre tract;

THENCE, along said fence, the easterly right-of-way line of said F. M. Hwy. No. 2771 and southerly west line of said 200 acre tract, 841.31 ft. along said 5°45' curve to the right subtended by a 48°24' central angle (long chord N.32°23'W., 816.52 ft.) to the PLACE OF BEGINNING.

I. EXCEPTIONS:

1. Taxes for the year 1982 and subsequent years;
2. Visible and/or apparent roads, easements and rights-of-way;
3. Easement to State of Texas recorded in Volume 3, Page 96, Kerr County Easement Records;
4. Easement to Kerrville Telephone Co. recorded in Volume 6, Page 609, Kerr County Easement Records;
5. Vendor's lien retained in Deed recorded in Volume 209, Page 830, Deed Records of Kerr County, Texas and lien and provisions of that certain Deed of Trust recorded in Volume 167, Page 185, Deed of Trust Records of Kerr County, Texas, which liens secure that certain note, dated June 7, 1978, payable to Lloyd L. Lindeman and wife, Norma Jean Lindeman in the original principal amount of \$345,400.00.

#822913
WARRANTY DEED & U/L

CARL D. MEEK, JR., et al
TO
HERMAN H. KELLER, et ux

Filed 28 Day of May, A.D. 1982
EMMIE M. MUENKER 4:17 AM
Clerk County Court, Kerr County, Texas
By Mary C. Hester Deputy

Return to:

Mr. Herman H. Keller
821 Green Hills Road
Dallas, Texas 75232

WALLACE, JACKSON & ABLES
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
829 JEFFERSON STREET
KERRVILLE, TEXAS 78029

Filed by:

KERR COUNTY ABSTRACT CO., INC.

Filed for record May 28th, 1982 at 4:17 o'clock P.M.
Recorded June 3, 1982
EMMIE M. MUENKER, Clerk

By William J. Walker Deputy

8300

DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
WINDWOOD OAKS SUBDIVISION

THE STATE OF TEXAS

|

THE COUNTY OF KERR

|

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Larman Enterprises, Inc., a Texas corporation, (Declarant) is the owner in fee simple of 20.00 acres of land in Kerr County, Texas, (the "Property") which it has caused to be subdivided under the name of "Windwood Oaks Subdivision" as shown upon the plat of said subdivision appearing of record in Volume 5, on Page 72, of the Plat Records of Kerr County, Texas, to which instrument and its records reference is here made for all purposes; and

The purpose of this Declaration is to protect the Declarant and the Owners of the Property against the improper development and use of the Property; to prevent the erection within the Property of improvements which are built or constructed of inferior or unsuitable materials; to insure compatibility of design of improvements within the Property; to secure and maintain sufficient setbacks and space between buildings so as to create an aesthetically pleasing environment; to provide proper landscaping and the maintenance thereof; and in general to encourage construction of attractive, high-quality, permanent improvements that will promote the general welfare of all Owners;

NOW, THEREFORE, Declarant, acting by and through its officers thereunto duly authorized, does hereby adopt, impose and establish that all of the Property described above (save and except the WELL TRACT shown on said recorded plat) shall be held, transferred, conveyed, improved and occupied subject to the covenants, conditions, restrictions, easements, uses and privileges hereinafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest in the Property and shall inure to the benefit of each Owner, and which shall run with the title of said Property.

ARTICLE I
General Provisions

VOL 304 PAGE 175

Section I. Definitions.

- a. "Declarant" shall mean and refer to Larman Enterprises, Inc., its successors and assigns.
- b. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions, and Restrictions..
- c. "Lot" shall mean any platted lot as shown on the plat of Windwood Oaks Subdivision, recorded in Volume 5 Page 72 of the Plat Records of Kerr County, Texas.
- d. "Owner" shall mean and refer to the person or persons, entity or entities, who either own of record fee simple title to a Lot, or have entered as an original party, successor or assignee into a Contract of Purchase and Sale for a Lot with Declarant; the term "Owner" includes a Developer, if Developer is a record owner of fee simple title to a Lot, but only if, with respect to such Lot, the Developer has not entered into any Contract of Purchase and Sale to another; the term "Owner" excludes any person or entity having an interest in a Lot merely as security for the performance of an obligation, and excludes any tenant of the record fee owner.
- e. "Property" shall mean the 20.00 acres of land including the lots or tracts therein as shown on the plat of Windwood Oaks Subdivision, as the same appears of record in Volume 5, Page 72, of the Plat Records of Kerr County, Texas.
- f. "Improvement" or "Improvements" shall mean all structures of any kind placed, laid out or installed upon any lot, whether above or below grade, including, but not limited to buildings, utility installations, walkways, driveways, fences, landscaping, site grading, swimming pools, and exterior additions, and changes or alterations thereto.
- g. "Committee" shall mean the Architectural Control Committee designated and constituted as provided in Section II hereof.
- h. "Plans" shall mean those items as set forth in Section III hereof.

Section II. The Architectural Control Committee.

a. The Committee. There is hereby established an Architectural Control Committee. The Committee shall determine if the plans and specifications for any improvement on any Lot meet the requirements of these Restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such Committee shall adopt. No construction may begin until the Plans have been approved by the Committee. If approval is granted construction shall be commenced within eight (8) months thereafter, and, if not, such approval shall be automatically withdrawn. The building of any approved structure must be completed within twelve (12) months of commencement of construction. The Committee shall designate the streets and roads from which access each Lot must be located and no other access shall be permitted.

b. Composition. The Committee shall have two (2) or more members. Each of the Committee members shall be selected by the Owners. The initial committee shall be Charles Manade and Lawrence Lardie, Jr. to serve until their resignation, or their successors are selected and accept such selection.

c. Selection. Each Owner shall be entitled to one (1) vote for each lot in which they hold an interest. Ownership shall be the sole qualification for voting. When more than one person holds an interest in any lot, the vote for each such lot so owned shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such jointly owned lot.

d. Notice and Quorum for Selection. Any selection shall be taken at a meeting called for that purpose, written notice of which shall be sent or delivered to all owners not less than seven (7) days nor more than thirty (30) days in advance of the meeting. If selection of a Committee member is favored by a majority of the owners of the lots present in person, or

by proxy, at such called meeting, then the owners who were not present in person, or by proxy, may give their assent in writing, provided such assent is obtained by a Committee member not later than thirty (30) days from the date of such meeting. Selection of a committee member shall be by a majority of the owners of the lots.

e. Rules and Regulations. The Committee is authorized to establish additional rules and regulations for all Lots, the activities being conducted thereon, the improvements to be constructed thereon and the use thereof, not inconsistent with the provisions hereof, and the same shall be enforced in the same manner as provided herein. The Committee may approve any variance from any provision or term thereof upon written application for same. The decision of the Committee shall be absolutely binding upon all owners and the applicant for a variance. The actions taken by the Committee as required herein shall be stated in writing within thirty (30) days of receipt of the Plans, application for variance or other request for action. Submissions to the Committee not approved or disapproved within thirty (30) days from the date of submission shall be deemed approved.

Section III. Plans.

a. Submissions to Committee. To secure approval of the Committee required in Section II hereof, an Owner shall deliver to the Committee in form and substance reasonably satisfactory to the Committee complete sets of Plans hereinafter set forth:

1. The Design Development Plan which shall include
 - (a) A site plan showing the location, dimensions and orientation to lot boundary lines and the set back lines of the proposed structure or structures, means of ingress and egress, and driveway.
 - (b) Design elevation of, and a core plan for, and description of the height and size of each structure.
 - (c) A description of the exterior materials concept for each structure, including color,

quality and type of exterior construction materials.

(d) Grading and drainage plans including the invert elevation of all sanitary or septic system connections and the location of all utility connections.

ii. The Landscaping Plan.

iii. The Lighting Plan.

The type, size, style and candle power of all outdoor lighting fixtures.

iv. All such further information as may be reasonably required to enable the Committee to determine the location, scale, design, character, style and appearance of Owner's intended improvements.

b. All of the foregoing as originally submitted and as revised and resubmitted, collectively the "Plans" shall conform to the provisions of this Declaration.

ARTICLE II

Use Restrictions

1. Non-commercial use of Lots. Such lots, each and every one thereof are for private single family residence with the usual and customary accessory buildings such as, but not limited to, garage, carport, guest cottage, servants quarters, and swimming pool. No lot, or the improvement thereon shall be used for any commercial purpose. (except that a "Model Home" or homes may be exhibited for not to exceed three (3) months)

2. Vehicles. No commercial type vehicle, construction, or like equipment, mobile or stationary trailers shall be stored or parked on any lot except while parked in a closed garage, nor parked on any residential street, except while engaged in transporting to or from a residence in the subdivision. Provided, however, motor homes and travel trailers are permitted to be parked on said lots, but they shall not be used at anytime as a place of abode on said lot, nor can they be at anytime hooked up to sanitary facilities.

3. Mineral Operations. No oil, gas or other mineral development operations, refining, quarrying, or mining operations of any kind

shall be permitted on any lot, nor shall derricks, oil or gas wells, tanks, tunnels, mineral excavations, storage facilities, or shafts.

4. Signs. No sign or advertising device may be displayed on any lot except "For Sale" or "For Rent" signs. There may be one such permitted sign, referring only to the premises on which displayed, not to exceed five (5) square feet in size.

5. Hunting and the discharge of firearms on or from any lot is prohibited.

6. Animals. No animals or fowl except household pet dogs and cats, or pet birds which must be confined to cages, which pets must be reasonable in number, shall be permitted on any lot.

7. Construction of Buildings and Other Structures. All buildings and structures on each Lot shall be of new construction and architecturally in harmony with the primary residential buildings. No unpainted sheet metal or fiberglass structures shall be placed on any of said Lots for use as an accessory building. No tent, house-trailer, or mobile home, modular home or HUD-code manufactured home as those terms are presently defined by statute; or temporary structure of any character may be placed, constructed or maintained on any of said Lots.

8. Size of Building and Structures. Not more than one primary residence shall be constructed on any of said Lots. In no event shall any residence be erected on any of said Lots having a living area of less than two thousand four hundred (2400) square feet, exclusive of porches, garages or other appendages, nor which is less than fifty per cent (50%) masonry construction.

9. Set Back Requirements. No building, or other structure, except fences, shall be erected on any Lot nearer than fifty (50) feet from any street, or twenty (20) feet from any side property line, nor closer than twenty (20) feet from any rear property line.

10. Fences. No fence or wall shall be erected on any Lot nearer than fifty (50) feet from any street, nor shall any fence be erected on any utility easement or access easement which interferes with the full and free use of such easement for their uses. No walls or

fences may be erected that are higher than six (6) feet measured from the existing elevation of the property, provided, that fences or walls may be erected around swimming pools which comply with any required State, County or Municipal statutes, rules, ordinances and regulations.

11. Sanitation and Sewage. No outside toilets will be permitted, except sanitary toilet facilities adequate for workmen which may be provided during construction, and no installation of any kind of disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, or ditches, or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Committee and the proper governmental authorities. All State, County, Upper Guadalupe River Authority, and City (if any), health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

12. Sewers. In the event governmental authority should provide for the installation of sanitary sewers and appurtenances in part or in all of the subdivision, the owners of the lot or lots in the subdivision shall pay his or their proportionate share of the cost and expenses of installing the sewer system. All residences must be connected to the sewer system, if any, as soon as constructed and thereafter further use of septic tanks or other sanitary disposal systems shall be prohibited.

13. Trash and unsightly conditions. No trash, garbage, construction debris, or other refuse may be dumped, disposed of or allowed to remain upon any Lot, vacant or otherwise. No building materials may be placed or stored upon any Lot before the owner is ready to commence the erection of improvements, and all such building materials shall be placed within the Lot lines. No noxious or undesirable thing or use shall be permitted on any Lot, and weeds, underbrush and other unsightly growth shall not be permitted to remain on any lot.

14. Subdivision of Lots. No Lot, as defined herein, may be resub-

divided by the owner, provided, a single lot together with a contiguous portion or portions of one or more Lots adjoining may be used for one building site, and no building or structure or any part thereof shall be erected nearer than the set back requirements provided in 9 above upon such integral unit.

ARTICLE III

Miscellaneous

Section I. Term. Unless sooner terminated as provided hereinafter this declaration shall run for a term of thirty (30) years from the date this Declaration is recorded, after which time, unless changed or amended as provided for herein, this Declaration shall be automatically extended for successive periods of ten (10) years until one hundred (100) years from the date this Declaration is recorded, on which date this Declaration shall automatically terminate.

Section II. Amendment. This Declaration may be amended from time to time, or terminated, by Declarant (so long as Declarant is an Owner) and the Owners of no less than

- a. One hundred (100%) per cent of the Lots, if such amendment or termination occurs during the first ten (10) years of the term of the Declaration.
- b. Sixty-six (66%) per cent of the total acreage of the Property if such amendment or termination occurs during the eleventh (11th) through thirtieth (30th) year of the term.
- c. After the thirtieth (30th) year of the term, more than one-half (1/2) of the total acreage of the Property.

All amendments and any termination pursuant hereto shall become effective when recorded in the Office of the County Clerk of Kerr County, Texas. That termination when effective, shall nullify all contract rights of Owners enforceable theretofore under this Declaration.

Section III. Enforcement. The protective covenants, conditions and restrictions, together with easements, uses, privileges of the Declaration shall run with the land and be binding upon and inure

to the benefit of the Declarant, and each Owner of the Property or any part thereof, their heirs, successors and assigns. The enforcement of the provisions of this Declaration shall be vested in Declarant (so long as Declarant is an Owner), the Committee or any Owner. A breach or violation of any provision of this Declaration shall give to the party or parties entitled to enforce such provision, the right, but not the obligation, to bring a proceeding at law or in equity against the party or parties breaching, attempting to breach, violating or attempting to violate this Declaration and to enjoin such party or parties from so doing, or to cause such breach or violation to be remedied, or to recover damages resulting from such breach or violation. All remedies provided under this Declaration shall be cumulative and not exclusive. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

Section IV. Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding. Provided, that in such event Declarant (so long as Declarant is an Owner) and all of the then Owners of the Properties shall to the fullest extent possible modify such void or unenforceable covenant, condition or term to the the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

Section V. Cause of Action, Limitation Statutes. Declarant, and all persons owning or claiming to own under Declarant, hold title subject to and with notice of these Declarations, covenants conditions and restrictions by virtue of the recording of this Declaration in the public records, and whether or not expressly mentioned in any deed, conveyance or other written document effective to transfer the title to real property. An Owner or claimant of ownership thereby contractually agree:

- a. No cause of action for a violation of any provision of

this Declaration shall arise or exist until the violator shall have been given written notice thereof by Certified Mail, Return Receipt Requested, at the Owners' address as shown of record by the Kerr County Appraisal District, and has refused to correct the violation; and neither lack of diligence in enforcement, laches nor any applicable statute of limitation shall be available as a defense unless the requisite time after refusal to correct the violation has passed.

- b. This provision applies specially, but is not limited to fences or other improvements constructed in designated utility easement areas.

EXECUTED this 20th day of September, 1984.

LARMAN ENTERPRISES, INC.

ATTEST:

By: Charles Manade
CHARLES MANADE, President

Lawrence J. Lardie, Jr.
LAWRENCE LARDIE, JR.

THE STATE OF TEXAS |
THE COUNTY OF KERR |

This instrument was acknowledged before me on the 20th day of September, 1984, by CHARLES MANADE, President of LARMAN ENTERPRISES, INC., a Texas corporation, on behalf of said corporation.



Thea Sovil
Notary Public, State of Texas
Notary's name (printed) Thea Sovil
Notary's commission expires 11/6/85

8300 M

VOL 304 PAGE 184

Restrictions

Winderoid Oaks Lath.

20

The Public

FILED FOR RECORD

at 1:46 o'clock P. M.

SEP 27 1984

PATRICIA DYE

Clerk County Court, Kerr County, Texas
By James C. Hunter Deputy

Filed by:
Darrell Lochte

Return to:

James Erdeman
305 Earl Garrett
Kerrville, Texas
78028

Filed for record September
Recorded October 2, 1984
PATRICIA DYE, Clerk

27, 1984 at 1:46 o'clock P M

By James C. Hunter Deputy

AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS
FOR

10478

WINDWOOD OAKS SUBDIVISION

VOL 307 PAGE 715

THE STATE OF TEXAS I

THE COUNTY OF KERR I

KNOW ALL MEN BY THESE PRESENTS:

This Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Windwood Oaks Subdivision is made this 10th day of December, 1984, by the undersigned Declarant, LARMAN ENTERPRISES, INC. and LONNIE E. LONGMIRE and wife, JANE LONGMIRE, who are the owners in fee simple to all of the Lots in the subdivision known as Windwood Oaks Subdivision, as shown of record in Volume 5, Page 72, of the Plat Records of Kerr County, Texas.

WITNESSETH

1. That LARMAN ENTERPRISES, INC. heretofore executed and recorded that certain Declaration of Protective Covenants, Conditions and Restrictions for Windwood Oaks Subdivision on the 20th day of September, 1984, as shown of record in Volume 304, Page 174 of the Deed Records of Kerr County, Texas, and
2. That Larman Enterprises, Inc. and Lonnie E. Longmire and wife, Jane Longmire are desirous of amending the Declaration of Protective Covenants Conditions and Restrictions as is permitted therein in Article III, Section II. a., and

3. Article II. 8. reads

"Size of Building and Structures. Not more than one primary residence shall be constructed on any of said Lots. In no event shall any residence be erected on any of said Lots having a living area of less than two thousand four hundred (2400) square feet, exclusive of porches, garages or other appendages, nor which is less than fifty per cent (50%) masonry construction."

NOW, THEREFORE,

LARMAN ENTERPRISES, INC. and LONNIE E. LONGMIRE and wife, JANE LONGMIRE, do desire to amend, and by these presents do amend the said Article II. 8. so that it shall hereafter be adopted, imposed and established to read:

8. Size of Building and Structures. Not more than one primary residence shall be constructed on any of said Lots. In no event shall any residence be erected on any of said Lots having a living area of less than one thousand eight hundred (1800) square feet, exclusive of porches, garages or other appendages.

IN WITNESS WHEREOF, Declarant, LARMAN ENTERPRISES, INC. and Lonnie E. Longmire and wife, Jane Longmire have caused this Amendment to the Declaration of Protective Covenants, Conditions and restrictions for Windwood Oaks Subdivision to be executed in their name and for their benefit and for the benefit of owners of the Property this 10th day of December, 1984.

Lonnie E. Longmire
LONNIE E. LONGMIRE

LARMAN ENTERPRISES, INC.

Jane Longmire
JANE LONGMIRE

By: Charles Manade
Charles Manade, President

ADDRESSES:

Lonnie and Jane Longmire
305 Oakwood Road
Kerrville, Texas 78028

Larman Enterprises, Inc.
2325 Trails End
Kerrville, Texas 78028

STATE OF TEXAS I

COUNTY OF KERR I

This instrument was acknowledged before me on December 12, 1984

by LONNIE E. LONGMIRE.



James M. Gerde
Notary Public, State of Texas
Notary's printed name: JAMES M. GERDEMAN
My commission expires: 10/26/88

STATE OF TEXAS I

COUNTY OF KERR I

This instrument was acknowledged before me on December 12, 1984

by JANE LONGMIRE.



James M. Gerde
Notary Public, State of Texas
Notary's printed name: JAMES M. GERDEMAN
My commission expires: 10/26/88

STATE OF TEXAS I
COUNTY OF KERR I

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This instrument was acknowledged before me on December 11, 1984
by CHARLES MANADE, President of Larman Enterprises, Inc., a Texas
corporation, on behalf of said corporation.



James M. Gerde
Notary Public, State of Texas

Notary's printed name JAMES M. GERDEMAN
My Commission Expires: 10/24/88
My commission expires: _____

10478
Restrictive
Woodward Note Subdivision
to
The Public

FILED FOR RECORD
at 4:04 PM

DEC 12 1984

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By Patricia Dye Deputy

Filed by and RETURN to
KERR COUNTY ABSTRACT CO., INC.
C-10440

Filed for record December 12, 1984 at 4:04 o'clock PM
Recorded December 17, 1984
PATRICIA DYE, Clerk
By Patricia J. Henderson Deputy