

WOODCREEK 1

RESTRICTIONS

Volume 293, Page 136, Deed Records of Kerr County, Texas; Volume 4, Page 285, Plat 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

- A non-participating royalty interest, reserved by Grantor as described in instrument from Robert L. Spicer, et ux, to Upper Guadalupe Investment Co., Inc., dated May 5, 1971, recorded in Volume 149, Page 192, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- Right-Of-Way Agreement dated March 21, 1972 to Bandera Electric Cooperative, Inc., recorded in Volume 8, Page 62, Easement Records of Kerr County, Texas.
- Road and Utility Easements and Building Set Back Lines as per the plat recorded in Volume {PR,"insert volume for appropriate plat",IN1,8}, Page {PR,"insert page for appropriate plat",IN1,7}, Plat Records of Kerr County, Texas.
- Easements and building Set Back Lines as per the Restrictions recorded in Volume 293, Page 136, Deed Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from Upper Guadalupe Investment Co., Inc., now known by a change of name as Energy/Land, Inc. to {PR,"insert grantee for min reservation",ST1,6}, dated {PR,"insert date of min reservation",DT2,6}, recorded in Volume {PR,"insert volume for min reservation",IN1,6}, Page {PR,"insert page for min reservation",IN1,6}, {PR,"insert record type for min reservation",ST1,6} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

RESTRICTIONS AND COVENANTS
OF WOODCREEK

COUNTY OF KERR §

In order to carry out a general plan of development and preserve the character and natural beauty of this land, the undersigned (the "Developer") hereby declares that the property described in Exhibit "A", attached hereto and made a part hereof for all purposes, shall be owned, held, possessed and sold subject to the following restrictions and covenants, so that the owners of said property shall own and accept the same subject to the following restrictions and conditions:

"Tract" shall mean and refer to each lot or tract specified in the plat of the property described in Exhibit "A", attached hereto, owned, conveyed or contracted for by any owner or purchaser, his executor, beneficiaries or assigns.

1. Duration. These covenants shall run with said land and shall be binding on the purchasers and owners of said property and all persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years, unless a vote of the then owners of the majority of said land agree to change said covenants in whole or in part.

2. Non-Commercial Use of Tracts. None of said Tracts, or the improvements erected thereon, shall be used for any purpose other than a private family residence with the usual and customary accessory buildings, such as, but not limited to, garage, guest cottage and servant's quarters. No Tract, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a purchaser or owner from rendering professional services of a purely personal nature as long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.

3. Construction of Buildings and Other Structures. All buildings and structures on each Tract shall be architecturally acceptable to Developer or its successors or assigns. No unpainted metal or fiberglass structures shall be placed on any of said Tracts for use as an accessory building. No tent, or substandard structure of any character may be placed, construed or maintained on any said Tracts. Mobile homes of at least 700 square feet of interior floor space shall be allowed. Any mobile home shall have suitable skirting of a similar or complementary material. Variances in the above restrictions may be allowed by written permission of Developer, or its successors or assigns.

4. Setback Lines. The minimum depth of building setback lines from the roads fronting the Tracts shall be not less than twenty-five (25) feet and no less than six (6) feet from side Tract lines. Any construction of roads, driveways or culverts within the main road easement shall be to Kerr County specifications. There can be no variations unless permission is granted in writing by the Developer or its successors and assigns.

5. Animals and Hunting. No animals except household pets shall be allowed and specifically no swine shall be permitted. NO HUNTING OF ANY NATURE WILL BE ALLOWED.

6. Sanitation and Sewage. No outside toilets will be permitted and no installations of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

7. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Tract, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon said Tracts until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any Tract. Absolutely no unused, abandoned or wrecked vehicles will be allowed on any lot any Tract.

8. Signs. No sign or advertising device may be displayed on any Tract except in the event of sale. There may be one "for sale" sign containing no more than five (5) square feet. This does not apply to the initial sale of the Tracts by the Developer or its successors and assigns.

9. Subdividing. No Tract, as that term is defined herein, may be re-subdivided by the purchaser or owner without consent of the Developer, or its successors or assigns, in writing.

10. Separability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby nor shall any failure of the Developer, its successors or assigns, to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

11. Violations. The Developer, its successors and assigns, and every other person, firm or corporation hereinafter having any right, title or interest in any Tract, shall have the right, but not the obligation, to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

12. Interpretation. The right is exclusively and expressly reserved to the Developer, its successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed in paragraphs 11 and 13.

13. Abatement and Removal of Violation. Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer, its successors and assigns, or its agents, in addition to all other remedies, the right to enter upon the Tract in question, and to abate and remove the violation at the expense of the purchaser or owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

14. Easements. Perpetual easements are reserved along and within ten (10) feet of the rear line, front line and side lines of all Tracts for the installation and maintenance of poles, wires, downguys and fixtures for electric lines and telephone lines; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress and egress from and across said Tracts to employees of utilities owning said lines. Said easements shall also extend along any owners side and rear property lines in case of fractional Tracts.

It is understood and agreed that it shall not be considered a violation of the provisions of this easement if wires or cables carried by such pole lines pass over some portion of said Tracts not within the ten (10) foot wide strip as long as such lines do

not prevent the construction of buildings on any Tracts.

The above restrictions, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative by said developer or any person who may purchase or own any tract or parcel of land situated in Woodcreek.

EXECUTED this 14th day of March, 1984.

BLT INVESTMENTS, a Joint
Venture created under
the Texas Uniform Partnership
Act

FILED FOR RECORD

at 4:32 o'clock P.M.

MAR 20 1984

(PATRICIA DYE)
Clerk of Court, County of Kerr, Texas
By: [Signature] Deputy

By: [Signature]
David P. Braden, Jr.
Venturer

By: [Signature]
David Lehmann
Venturer

By: [Signature]
Reginald A. Tuck
Venturer

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 19 day of March, 1984, by DAVID P. BRADEN, in the capacity therein stated.



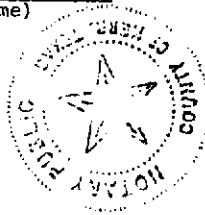
Wanda L. Jones
Notary Public, State of Texas
My commission expires: 12-21-85
WANDA L. JONES
(Notary Print or Type Name)

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of March, 1984, by DAVID LEHMANN, in the capacity therein stated.

Jimmie L. Pischel
Notary Public, State of Texas
My commission expires: 11/31/85
Jimmie L. Pischel
(Notary Print or Type Name)



THE STATE OF TEXAS §

VOL. 293 PAGE 139

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of March, 1984, by REGINALD A. TUCK, in the capacity therein stated.



Jimmie L. Pischel
Notary Public, State of Texas
My commission expires: 1/1/84
Jimmie L. Pischel
(Notary Print or Type Name)

EXHIBIT "A"

VOL 293 PAGE 140

Section One: Lots 1 through 88, Woodcreek Subdivision,
Section One, according to the Plat thereof, of record in
Volume 4, Page 285, Plat Records of Kerr County, Texas.

EXHIBIT "A"

FIDELITY ABSTRACT AND TITLE CO. ✓
Ph. 896-4311 Kerrville, Texas

#22560	RESTRICTIONS		
	BLT INVESTMENTS TO THE PUBLIC <i>Re: Woodcreek</i>		
		FILED FOR RECORD at 4:32 o'clock P. M.	
		MAR 20 1984 PATRICIA DYE Clerk <i>Patricia Dye</i>	
		WALLACE, JACKSON & ABLES S. PROFESSIONAL CORPORATION 829 JEFFERSON STREET KERRVILLE, TEXAS 78023	

When recorded return to:
Wallace, Jackson & Ables
829 Jefferson
Kerrville, TX

Filed for record March 20, 1984 at 4:32 o'clock P. M.
Recorded March 23, 1984
PATRICIA DYE, Clerk
By *Amora Ganga* Deputy

VOLUME 4 PAGE 285

WOODCREEK

VICINITY MAP

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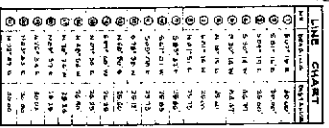
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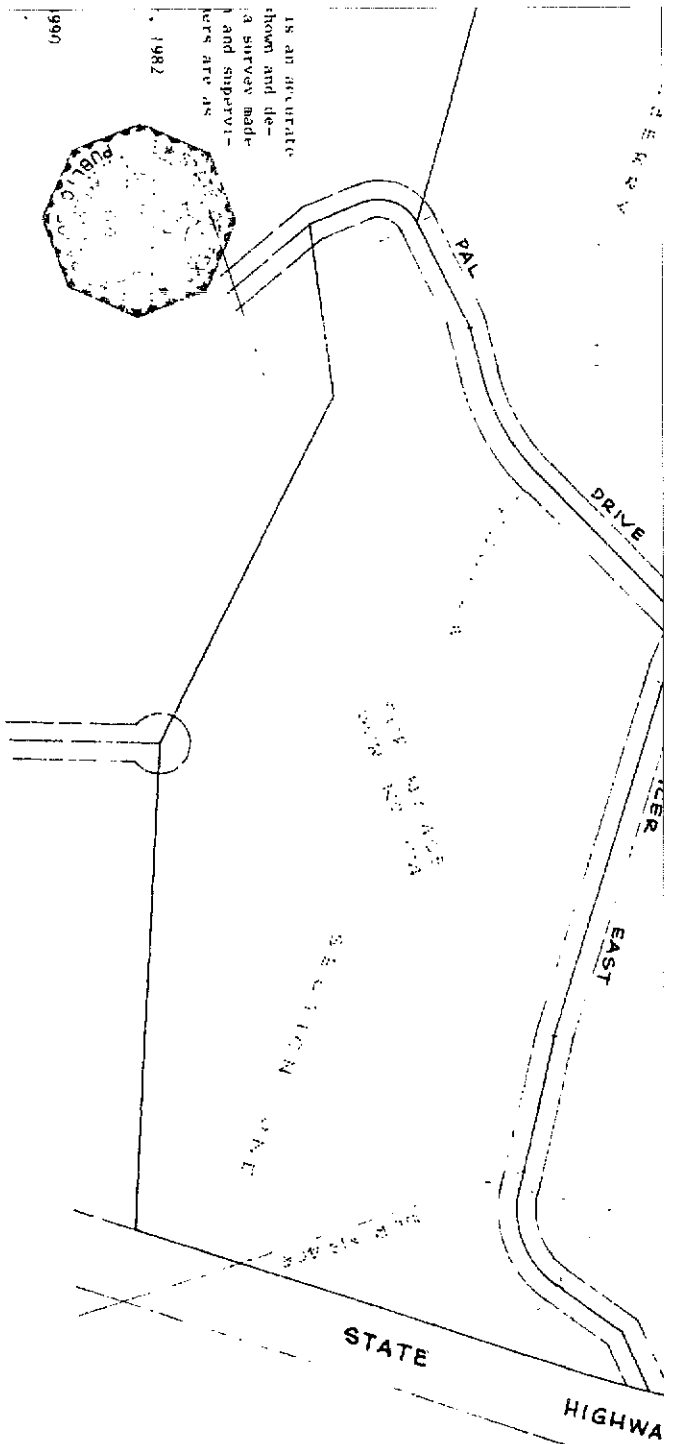
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WOODCREEK
A SUBDIVISION OF 50.40 ACRES OF LAND,
COMPRISING APPROXIMATELY, 47.8 ACRES OUT
OF JAMES T. PEACOCK SURVEY NO. 405,
ABSTRACT NO. 269, AND 2.6 ACRES OUT OF
JAS. SPICER SURVEY NO. 1126, ABSTRACT NO.
1084, IN KERR COUNTY, TEXAS

James W. Hughes
8453336
10000172



WOODCREEK

A SUBDIVISION OF 50.40 ACRES OF LAND, COMPRISING, APPROXIMATELY, 47.8 ACRES OUT OF JAMES T PEACOCK SURVEY N 2 405, ABSTRACT N 2 268, AND 2.6 ACRES OUT OF JAS. SPICER SURVEY N 2 1136, ABSTRACT N 2 1684, IN KERR COUNTY, TEXAS

SEPTEMBER 1982

WERT OF KERR COUNTY, TEXAS

1982 by Order

1982 at

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who

GENERAL NOTES

ALL ROAD RIGHT-OF-WAY EASEMENTS ARE FIFTY (50) FEET IN WIDTH
NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED ON ANY LOT
NEARER THAN:

- 25 FT. FROM ANY STREET
- 5 FT. FROM ANY SIDE PROPERTY LINE
- 20 FT. FROM ANY REAR PROPERTY LINE

CUL-DE-SAC ROAD EASEMENTS HAVE FORTY (40) FT. RADIUS

SIDE LOT DIMENSIONS ARE TO CENTER OF ROAD UNLESS SHOWN WITH O SYMBOL.

