

## **WOODS (THE) SECTION TWO RESTRICTIONS**

Volume 4, Page 176, Plat Records of Kerr County, Texas; Volume 213, Page 356 and Volume 240, Page 375, Deed Records of Kerr County, Texas; Volume 1491, Page 67, Real Property Records of Kerr County, Texas; (add Volume 1566, Page 286, Official Public Records of Kerr County, Texas for Lots 79R and 81R only), 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**

- Easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 176, Plat Records of Kerr County, Texas and Volume 7, Page 369, Plat Records of Kerr County, Texas. *(As per Lots 79R, 81R & 83R)*
- Channel Easement dated July 30, 1963 to State of Texas, recorded in Volume 3, Page 394, Easement Records of Kerr County, Texas. ( AS PER LOTS 57 & 58 ONLY)
- Annual assessments and/or current maintenance charges as set forth in instrument dated September 14, 1978, recorded in Volume 213, Page 356 and as supplemented by instrument dated August 29, 1980, recorded in Volume 240, Page 375, Deed Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 213, Page 356, Deed Records of Kerr County, Texas and Volume 1566, Page 286, Official Public Records of Kerr County, Texas. ( AS PER LOTS 79R & 81R ONLY)
- Right-Of-Way Agreement dated August 16, 1979 to Bandera Electric Cooperative, Inc., recorded in Volume 11, Page 146, Easement Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easement over or across the subejct property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

Date	06/01/87
Page	1
Author	A - B-92

APPROVED BY THE COMMISSIONERS, CLARK & FERN COUNTY, TEXAS, ON THE 20<sup>TH</sup> DAY OF  
June, 1979, BY ORDER NO. 15795 OF SAID COUNTY.  
 OFFICE OF THE RECORDS ON THE 20<sup>TH</sup> DAY OF June, 1979, AT 7:25 O'CLOCK  
 P. M. AND EXAMINED ON THE 20<sup>TH</sup> DAY OF June, 1979, AT 7:25 O'CLOCK  
 P. M. IN ORDER A 21 PAGE 176 OF THE DEED RECORDS OF FERN COUNTY, TEXAS.

*Barbara J. Hinkle*  
 COUNTY CLERK, FERN COUNTY, TEXAS

## UTILITY EASEMENTS

Grantor, hereby retains perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten (10) feet of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads of the subdivision, and ten (10) feet along the outer boundaries of all streets, boulevards, lanes, drives and roads, where property lines of individual lots and/or tracts are deeded to the center line of said avenues. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

## GENERAL NOTES

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

50 FEET FROM ANY STREET  
20 FEET FROM ANY SIDE PROPERTY LINE  
20 FEET FROM ANY REAR PROPERTY LINE

CUL-DE-SAC ROAD EASEMENTS HAVE FIFTY (50) FT. RADII.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
THE WOODS

THE STATE OF TEXAS           §  
                                  §   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF KERR           §

THAT WHEREAS, Declarants are the owners of certain real property (hereinafter referred to as "the property") shown upon that certain map designated as The Woods, according to the plat of same appearing of record in Volume 4, Page 137, of the Plat Records of Kerr County, Texas, to which instrument and its records reference is herein made for all purposes; and

WHEREAS, it is deemed to be to the best interest of Declarants and of the persons who may purchase lots from them that there be established and maintained a uniform plan for the improvement and maintenance of lots in the subdivision and the common facilities as hereinafter enumerated;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and easements as hereinafter set forth, and the property shall be subject to the restrictions set forth herein which shall run with the property and be binding on all parties having any interest therein.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to The Woods Subdivision Owners Association, and its successors and assigns.

Section 2: "Declarants" shall mean and refer to Carl D. Meek, Jr., John Miller, Jr., and Patrick W. Olfers and wife, Sarah Olfers, their heirs and assigns.

Section 3: "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

Section 4: "Dependent" shall mean and refer to a family member of an Owner or Tenant of an Owner who resides in such Owner's or Tenant's primary residence and who is primarily dependent on such Owner or Tenant for financial support.

Section 5: "Lot" shall mean any platted lot as shown on the plat of The Woods, recorded in Volume 4, Page 137, of the Plat Records of Kerr County, Texas.

Section 6: "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 Developer; the term "Owner" to exclude any person or entity having an interest in a Lot merely as security for the performance of an obligation; the term "Owner" to include Developer if Developer is a record owner of fee simple title to a Lot, but only if, with respect to such Lot, Developer has not entered into any Contract of Purchase and Sale. The association, under no circumstances, shall be deemed an Owner pursuant hereto.

Section 7: "Property" shall mean those tracts as shown on the plat of The Woods, as the same appears of record in Volume 4, Page 137, of the Plat Records of Kerr County, Texas. Declarants reserve the right to add additional property to The Woods, provided that such addition is in accordance with the general plan of development of The Woods. The additions herein described may be made by the execution and recording of a supplemental declaration describing the real property constituting the addition and containing an appropriate reference to this Declaration, whereupon, the provisions of this Declaration shall become applicable to such real property in all respects as if this Declaration had included such real property from the beginning, provided, however, that nothing herein contained shall subject such

additional real property to assessments for the years prior to the year of addition.

## ARTICLE II

### MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be members of the Association; provided however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. All present or future owners are subject to the terms of this Declaration and mere acquisition of any Lot will signify that this Declaration is accepted, ratified, and will be complied with.

## ARTICLE III

### VOTING RIGHTS

Each member of the Association shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any portion of the property, all such persons shall be members, provided, however, the vote for each such acre so owned shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such jointly owned Lot.

## ARTICLE IV

### POWER AND DUTIES OF THE ASSOCIATION

The Woods Subdivision Owners Association shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable:

- (1) To enforce this Declaration either in its own name or in the name of any owner within the subdivision.

(2) To maintain all property owned by the Association, including roads, and other common facilities.

(3) To borrow money by and through the Board of Directors, providing the borrowing of funds is approved and sanctioned by a two-thirds (2/3) vote of the membership at a meeting called for the purpose of such determination.

(4) To construct improvements to common facilities or along common easements reserved for utilities.

(5) The Association shall have the right to expend its funds for the above-mentioned purposes and for such other purposes as said Association acting through its management committee may deem advisable for the general welfare of the property owners in The Woods.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

(1) Creation of the Personal Obligation of Assessments.

By purchase of a lot which is subject to these covenants, conditions, and restrictions, each member is deemed to covenant and agree to pay to the Association annual assessments or charges. These assessments are to be made as set forth in the By-Laws of the Association, with the initial assessment to be made by the Board of Directors during the first week of November, 1978. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the owner of such property at the time when the assessment was due.

(2) Purpose of Assessments. The purpose of the assessments levied by the Association shall be used exclusively by it to enforce these covenants, conditions, and restrictions and for the purposes of exercising those powers and duties conferred upon the Association by Article IV above.

(3) Uniform Rate. The assessments shall be fixed at a uniform rate for all lots as determined by the Board of Directors, and shall be collected on an annual basis.

(4) Non-Payment of Assessments-Remedies of the Association.

Assessments shall be due and payable on or before the 1st day of January of each calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the rate of eight (8) percent (8%) per annum; and the Association may bring on action at law against the owner personally obligated to pay the assessment, and the interest, costs and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment. Any Owner failing to pay the assessment shall forfeit all right to use the property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative.

## ARTICLE VI

## OWNER'S EASEMENTS OF ENJOYMENT

Every owner shall have a right and easement of enjoyment in and to the property owned by the Association, which right and easement shall be appurtenant to and pass with the title to every lot. Provided, however, such right and easement shall be subject to any restrictions established by the Association and its Management Committee, and each owners use and enjoyment of the property owned by the Association shall not interfere with the rights and enjoyment of other owners to use and enjoy the same.

## ARTICLE VII

## USE RESTRICTIONS

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



2. Common Areas. The common areas owned or controlled by the Association shall be maintained and governed by the Association in a manner consistent with the purposes of the Association as set forth in the By-Laws and in conformity with the terms and provisions hereof.

3. 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 temporary structure of any character may be placed, constructed or maintained on any of said Lots. Motor homes and travel trailers may be stored under certain conditions, however, they shall not be used as a residence nor can they be hooked up to sanitary facilities.

4. 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 four hundred (1400) square feet, exclusive of porches, garages or other appendages, nor which is less than fifty per cent (50%) masonry construction.

5. Set Back Requirements and Fencing. No building, or other structure 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. All fences must be approved by the Committee.

6. The Architectural Control Committee. There is hereby established an Architectural Control Committee herein referred to as "Committee". The Committee shall determine if the plans and specifications for any fence or structure 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 establish. No construction may begin until a plat plan and plans and specifications 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 eight (8) months of commencement of construction. The Committee shall designate the streets and roads onto which access from each Lot must be located and no other access shall be permitted. Construction plans and specification shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors.

7. 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, the same shall be enforced in the same manner as provided herein. The Committee may approve any variance from any provision or term hereof 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 plans and specifications, application for variance or other request for action. In the event the Committee fails to act and advise in writing then written approval will not be required provided the applicant notifies the Committee in writing, certified mail, return receipt requested, that at the

expiration of fifteen (15) days following receipt of said notice that the Covenants will be presumed to have been fully complied with unless the Committee takes actions as required under these Covenants. Plans and specifications or other requests for action shall be deemed to be properly submitted to the Committee if delivered in person or forwarded by mail, certified, return receipt requested, addressed to the Committee at the registered office of the Association. The residence or buildings, however, must be constructed in compliance with all of the other provisions hereof.

8. Animals and Hunting. No animals other than domestic pets and horses shall be permitted on any of said Lots. Horses may be kept on a Lot if restrained within a fenced enclosure.

Hunting is prohibited.

9. Sanitation and Sewage. No outside toilets will be permitted, and no installation 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. No septic tank or sewage disposal system may be installed without prior approval of the Committee and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

10. Signs. No sign or advertising device may be displayed on any Lot except in the event of sale. There may be one for sale sign containing no more than five (5) square feet.

11. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Lot, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the Lot. No noxious or undesirable thing or use whatsoever shall be permitted on any Lot. The Committee shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.

12. Subdividing. No Lot, as that term is defined herein, may be re-subdivided by the owner.

13. Association Membership. All of the Lots are sold or conveyed upon the understanding that the owner or contract purchaser will be required to become and remain a member in good standing of the Association, and the owner and his property shall be subject to the provisions of the By-Laws of the Association including any obligation thereby imposed for the payment of any costs, dues or assessments.

14. Drilling. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

15. Covenants Running With The Land. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any lot, tract or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all the foregoing Restrictions. These Restrictions shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as

provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of fifty-one per cent (51%) of the Lots as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas.

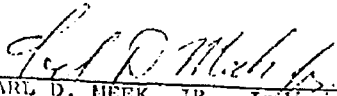
A copy of any change or amendment to these Restrictions shall be forwarded by prepaid mail to all owners by the Committee. Failure to furnish said copy shall not affect the validity of such change or amendment.

## ARTICLE VIII

## DURATION AND AMENDMENT

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, its successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years. Except as hereinabove expressly provided, the provisions of this Declaration may be amended as provided in the By-Laws of the Association. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto caused this instrument to be executed this 14th day of September, A.D., 1978.

  
 CARL D. HEEK, JR., Individually  
 and as Attorney-in-Fact for  
 Patrick W. Olfers and wife, Sarah  
 Olfers, and as Attorney-in-Fact for  
 John Miller, Jr.

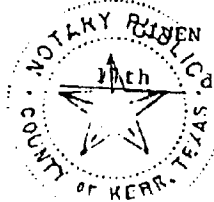
THE STATE OF TEXAS

COUNTY OF KERR

§  
§  
§

VOL 213 PAGE 364

BEFORE ME, the undersigned authority, on this day personally appeared CARL D. MEEK, JR., individually and as Attorney-in-Fact for Patrick W. Olfers and wife, Sarah Olfers, and as Attorney-in-Fact for John Miller, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.



UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of September, A.D., 1978.

Ella Turner  
NOTARY PUBLIC in and for  
Kerr County, Texas

My Commission Expires:

8/16/80

Partitions  
to  
the Wells  
the Pullin

FILED FOR RECORD

at 4:20 o'clock P.M.

SEP 14 1978

EMMIE M. NUENKER

Clerk County Court, Kerr County, Texas

By Marion Scherer Deputy

Kerr Co. Dist. Co., Inc.

Filed for record September 14, 1978 at 4:20 o'clock P.M.  
Recorded September 19th, 1978  
EMMIE M. NUENKER, Clerk

By Marion Scherer Deputy

805481

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS VOL. 240 PAGE 376**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this day of August 29, 1980, 1980, by the undersigned Declarants ("Declarants");

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

A. Declarants have heretofore executed and acknowledged that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated September 14, 1978, covering certain real estate and premises situated in Kerr County, Texas, which is more particularly referred to and described therein, and have caused the Declaration to be filed in the office of the County Clerk of Kerr County, Texas, in Volume 213, Page 356, et seq., of the Deed Records of Kerr County, Texas.

B. Declarants, as the owners of certain additional real property (the "Additional Property"), being more particularly described as The Woods, Section Two, a subdivision in Kerr County, Texas, according to the Plat thereof recorded in Volume 4, Page 176, of the Plat Records of Kerr County, Texas, have subjected portions of the Additional Property to the terms and provisions of the Declaration in the sale and transfer of the same to various parties.

C. The Declaration provides that additional property may be included as a part of the property made subject to the Declaration.

D. Declarants desire to reaffirm the terms, covenants, conditions, provisions and restrictions of the Declaration, as supplemented.

NOW, THEREFORE, the Declarants (i) reaffirm the terms and declarations set forth in the conveyance of portions of the Additional Property subjecting such portions to the Declaration (ii) reaffirm the Declaration and the recitals and declaration contained in the Declaration, (iii) declare that the Additional Property and any permanent improvements thereon is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as reaffirmed by this Supplemental Declaration, (iv) supplement and add to the Declaration as herein provided, and (v) declare that the Additional Property shall be included as a part of the property, as defined and specified in the Declaration.

Pursuant to the Declaration each of the Lots described as the Additional Property shall be designated and deemed to be a "Lot" under the Declaration.

IN WITNESS WHEREOF, Declarants have caused this Supplemental Declaration to be executed in its name and on its behalf on this 29th day of August, 1980.

DECLARANTS:

Filed & Recd. at the County Clerk's Office, Kerr County, Texas, on this 19th day of August, 1980.  
ROBERT M. MURPHY, Jr.,  
County Clerk, Kerr County, Texas  
By William J. Williams, Deputy

Carl D. Miller, Jr.  
CARL D. MILLER, JR., Individually  
and as Attorney-in-Fact for  
Patrick W. Olfers and wife, Sarah  
Olfers, and as Attorney-in-Fact  
for John Miller, Jr.

THE STATE OF TEXAS ;  
COUNTY OF KERR ;

VOL 240 PAGE 376

BEFORE ME, the undersigned authority, on this day personally appeared CARL D. MEEK, JR., individually and as Attorney-in-Fact for Patrick W. Olfers and wife, Sarah Olfers, and as Attorney-in-Fact for John Miller, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of August, 1980.



Betty M. Jones  
Notary Public in and for  
Kerr County, Texas  
My commission expires: 3-18-84  
Betty M. Jones  
(Type or Print Name of Notary)

-2-

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS	CARL D. MEEK, JR., individually and as Attorney in Fact for Patrick W. Olfers and wife, Sarah Olfers, and as Attorney in Fact for John Miller, Jr. <i>The Woods, Section 2</i> <i>De Pullin</i>	FILED FOR RECORD at 4:47 o'clock P.M.	OCT 6 1980 EMMA M. MUEKHER Clerk County Court, Kerr County, Texas By <u>Betty M. Jones</u> Deputy  Return to: WALLACE AND JACKSON A PROFESSIONAL CORPORATION ATTORNEYS AT LAW 808 JEFFERSON KERRVILLE, TEXAS 78601
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Filed for record October 6, 1980 at 4:47 o'clock P.M.  
Recorded October 9, 1980  
EMMA M. MUEKHER, Clerk

By Betty M. Jones Deputy

805481

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS VOL. 240 PAGE 375**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this day of August 29, 1980, 1980, by the undersigned Declarants ("Declarants");

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

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B. Declarants, as the owners of certain additional real property (the "Additional Property"), being more particularly described as The Woods, Section Two, a subdivision in Kerr County, Texas, according to the Plat thereof recorded in Volume 4, Page 176, of the Plat Records of Kerr County, Texas, have subjected portions of the Additional Property to the terms and provisions of the Declaration in the sale and transfer of the same to various parties.

C. The Declaration provides that additional property may be included as a part of the property made subject to the Declaration.

D. Declarants desire to reaffirm the terms, covenants, conditions, provisions and restrictions of the Declaration, as supplemented.

NOW, THEREFORE, the Declarants (i) reaffirm the terms and declarations set forth in the conveyance of portions of the Additional Property subjecting such portions to the Declaration (ii) reaffirm the Declaration and the recitals and declaration contained in the Declaration, (iii) declare that the Additional Property and any permanent improvements thereon is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as reaffirmed by this Supplemental Declaration, (iv) supplement and add to the Declaration as herein provided, and (v) declare that the Additional Property shall be included as a part of the property, as defined and specified in the Declaration.

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IN WITNESS WHEREOF, Declarants have caused this Supplemental Declaration to be executed in its name and on its behalf on this 29th day of August, 1980.

**DECLARANTS:**

Filed & Recd. at Dallas, A.D. 1980, 8/19/80.  
ROBERT M. MUMFORD, 6:57 AM.  
County Clerk, Kerr County, Texas  
By William J. Williams Deputy

Carl D. Miller, Jr.  
CARL D. MILLER, JR., individually  
and as Attorney-in-Fact for  
Patrick W. Olfers and wife, Sarah  
Olfers, and as Attorney-in-Fact  
for John Miller, Jr.

THE STATE OF TEXAS ;  
COUNTY OF KERR ;

VOL 240 PAGE 376

BEFORE ME, the undersigned authority, on this day personally appeared CARL D. MEEK, JR., individually and as Attorney-in-Fact for Patrick W. Olfers and wife, Sarah Olfers, and as Attorney-in-Fact for John Miller, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of August, 1980.



Betty M. Jones  
Notary Public in and for  
Kerr County, Texas  
My commission expires: 3-18-84  
Betty M. Jones  
(Type or Print Name of Notary)

-2-

#805481 SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS	CARL D. MEEK, JR., Individually and as Attorney in Fact for Patrick W. Olfers and wife, Sarah Olfers, and as Attorney-in-Fact for John Miller, Jr. <i>The Wood, Section 2</i> <i>McCallie</i>	FILED FOR RECORD	OCT 6 1980 BETTE M. MEEZER Clerk County Court, Kerr County, Texas <i>Published in 3 McCallie News, Deputy</i>  Return to: WALLACE AND JACKSON A PROFESSIONAL CORPORATION ATTORNEYS AT LAW ONE JOHNSON KENNESAW, TEXAS 79008
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Filed for record October 6, 1980 at 4:47 o'clock P.M.  
 Recorded October 7, 1980  
 RMMIE M. MURNKER, Clerk

By Betty J. Loney Deputy



**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODS**

THE STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF KERR           §

THAT WHEREAS, the undersigned is the homeowners' association for the subdivision known as The Woods (the "Subdivision"), located in Kerr County, Texas, the plats of which are recorded in Volume 4, Page 137 (Section One); Volume 4, Page 176 (Section Two); and Volume 5, Page 53 (Section Three), Plat Records of Kerr County, Texas, to which instruments and their record references are herein made for all purposes; and

WHEREAS, the original Subdivision restrictions are found in a Declaration of Covenants, Conditions and Restrictions dated September 14, 1978, recorded in Volume 213, Page 356, Deed Records of Kerr County, Texas (Section One); as supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions dated August 29, 1980, recorded in Volume 240, Page 375, Deed Records of Kerr County, Texas (Section Two); and as further supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions dated April 13, 1984, recorded in Volume 294, Page 611, Deed Records of Kerr County, Texas (Section Three), which shall be known, collectively, as the "Restrictions;"

WHEREAS, Article VII, Paragraph 15, of the Restrictions states that the restrictive covenants set forth in such Article may be amended at any time by the "record owners of legal title of fifty-one per cent (51%) of the Lots as shown by the Deed Records of Kerr County, Texas;" and

WHEREAS, the undersigned certifies that the requisite number of lot owners have agreed to adopt the attached amendment to Article VII, Paragraph 15, of the Restrictions, as evidenced by their signatures subscribed thereto;

NOW, THEREFORE, it is hereby declared that Article VII, Paragraph 15, of the Restrictions is amended as set forth in the attachment hereto, and that all other provisions of the Restrictions shall remain in full force and effect

EXECUTED this 21<sup>st</sup> day of December, 2005

THE WOODS HOMEOWNER'S ASSOCIATION

By: Tom McIlathery  
Tom McIlathery, President

STATE OF TEXAS           §  
  §  
COUNTY OF KERR       §

This instrument was acknowledged before me this 21<sup>st</sup> day of December, 2005, by Tom McIlathery, President of The Woods Homeowner's Association.



John W. Carlson, III  
Notary Public, State of Texas

After recording return to  
The Woods Homeowner's Association  
Attn: Tom McIlathery  
204 Oakwood Road  
Kerrville, Texas 78028

**FILED FOR RECORD**  
at 12:55 o'clock ..... P. M.

DEC 22 2005

JANNETT PIEPER  
Clerk County Court, Kerr County, Texas  
Chad Thompson Deputy

Prepared in the office of  
✓ John W. Carlson, P.C.  
Attorney at Law  
260 Thompson Drive, Suite 7  
Kerrville, Texas 78028

111

THE WOODS HOMEOWNER'S ASSOCIATION

VOL. 1491 PAGE 0068

It is the desire of the "WOODS HOMEOWNER'S ASSOCIATION" to change ARTICLE VII, USE RESTRICTIONS, ITEM 15, entitled Covenants Running With the Land as filed at Kerr County Deed Records, Volume 213, Pages 362 & 363.

FROM:

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any lot, tract or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all the foregoing Restrictions. These Restrictions shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of fifty-one per cent (51%) of the lots as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas.

A copy of any change or amendment to these restrictions shall be forwarded by prepaid mail to all owners by the Committee. Failure to furnish said copy shall not affect the validity of such change or amendment.

TO:

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any lot, tract or parcel of land or entering into a contract for the purchase of same shall thereby agree and covenant to abide by, and fully perform all the foregoing Restrictions. These Restrictions shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of sixty-six per cent (66%) of the lots as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants in whole or in part at any time. *Any person or persons desiring to amend any of the said Covenants and Restrictions must appear before the Board of Directors of the Woods Homeowners Association before proceeding with any action.* Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas.

A copy of any change or amendment to these restrictions shall be forwarded by prepaid mail to all owners by the Committee. Failure to furnish said copy shall not affect the validity of such change or amendment.

Signature Required to sign in this way

FOR		AGAINST	
NAME	LOT#	NAME	LOT#
1. Cecil & Dorothy Wellborn	7	<del>W. H. H. H. H. H.</del>	<del>22</del>
2. William & Bonnie Miller	5		
3. M. L. Parker & Mary	39		
4. <del>W. H. H. H. H.</del>	<del>6</del>		0
5. <del>W. H. H. H. H.</del>	<del>41</del>		
Not at home 6-15-05 (H. H. H.)			

## THE WOODS HOMEOWNER'S ASSOCIATION

FOR

AGAINST

NAME

LOT #

NAME

LOT #

N 4-6-15

6. David & Elizabeth Pomeroy	16		
7. Ben & Mary Dyer	17		
8. Harold E. Thibault	37		
9. Anthony Tunney	7		
10. D. Henry Ruckten	36		
11. James W. Cules	38		
12. Dr. Andrew L. Magee	9		
13. Clarence E. Stone	15		
14. Maurice & Mabel Duffly	10		
15. Maurice & Mabel Duffly	11		
16. Frank & Brenda Richardson	12		
17. Thomas T. Trustee	14		
18. Thomas T. Trustee	21		
19. Anna N. Jit	13		
20. Eugene Chappell	8		
21. Margaret & John Wiese	35		
22. Bapt. Carolyn Edwards	18		
23. Mrs. M. L. H. H. H.	32		
24. Charles & Phyllis Sherman	24		
25. Norman D. Wiese (by M)	21		
26. Robert Zimmach	33		
27. Bruce McKenzie	22		
28. Rebecca M. Miller	22		
29. Andrew & Mary Ray	29		
30. Louis & Betty Kelly	26		
31. J. J. Kelly	27		
32. Arthur H. H. H.	28	MOVED	1M
33. Ken & Carol Mohr Ke (W)	19		
34. John & Mary Sampson	39		
35. Fred & Sharon Vinson	29		
36. Ron & Linda Schuyler	77		
37. Donald & Jacky Simpson	75		
38. Louis & Betty Kelly	76		
39. John & Mary	42		
40. Emma Christman	41		
41. Robert Ocho	73		
42. Kathryn Keese	44		
43. Sherry Crager	45		
44. Willie Woods	77		
45. Robert Scott	43		
46. James McCallum	44		
47. Karen Kilgore	79		
48. Karen Kilgore	80		
49. Karen Kilgore	81		
50. Karen Kilgore	82		
51. Karen Kilgore	83		
52. Charles & Betty Blum	49		
53. Michael Blum	51		
54. Charles Blum	55		
55. Michael Blum	50		
56. Tom Blum	66		
57. Arthur P. Blum	67		

RECORDER'S NOTE  
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VOL. 1491 PAGE 0070  
THE WOODS HOMEOWNER'S ASSOCIATION

FOR

AGAINST

NAME

LOT#

NAME

LOT#

58	Ed & Shelly Maser	44		
59	W. P. Gayman	52		
60	Walter C. Cox	53		
61	Paul R. Harper	62		
62	Carl Barber	54		
63	Alice Nepp	62		
64	Samuel Moore	70		
65	William C. Adams	69		
66	BS	68		
67	Donald J. Fung	48		
68	Margaret Christman	217		
69	Walter Wood	46		
70	Bob & Carol Colman	57		
71	Ralph R. Hildebrandt	60		
72	Robert J. Foster	61	1/2	
73	Betty J. Foster	61	1/2	
74	Robert J. Foster	55	1/2	
75	Mike Ciesler	55	1/2	
76	Ray & Hilda	59		
77	John F. Thompson	21		
78	John F. Thompson	21		
79	H. R. King	21	30	2
80	Marjorie Hurrell	27		
81	Myron Ernest	19		
82	Chas. Stewart	16		
83	Julia Mayman	14		
84	John J. J.	13		
85	John J. J.	12		
86	James C. Jones	11		
87	Stacy J.	8		
88	Melanie Davis	7		
89	John J. J.	6		
90	John J. J.	3		
91	John J. J.	26		
92	Michael B. Jordan	5		
93	Maya R. Smith	25		
94	John J. J.	17		
95	Ed. Stumpf	7		
96	James J. J.	10		
97	James J. J.	20		
98	James J. J.	10		
99	James J. J.	102		
100	James J. J.	4		
101	James J. J.	28		
102	James J. J.	6		

REGARDERS NOTE  
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Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law THE STATE OF TEXAS }  
COUNTY OF KERR  
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

DEC 23 2005



*Janet Piper*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*  
VOL. 1491 PG 67  
RECORDING DATE

DEC 23 2005



*Janet Piper*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE  
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**"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."**

#### **DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS (this "Declaration") made this 14 day of November, 2006, by the undersigned;

#### **WITNESSETH:**

The undersigned are the owners of Lots 79R and 81R, The Woods, Section Two, a subdivision in Kerr County, Texas, according to the plat of said subdivision of record in Volume 7, Page 369, Plat Records, Kerr County, Texas, said plat being a replat of a portion of plat recorded in Volume 4, Page 176, Plat Records, Kerr County, Texas, ("Properties") and desire to subject the Properties to the restrictions, hereinafter set forth, each and all of which is and are for the benefit of the Properties and each owner thereof.

NOW, THEREFORE, the undersigned declare that the Properties are and shall be held, transferred, sold, conveyed and occupied subject to the restrictions (sometimes referred to as "Restrictions") hereinafter set forth.

#### **ARTICLE I**

##### **COVENANTS CONDITIONS AND RESTRICTIONS**

The Properties (and each separate Lot situated therein) shall be occupied and used as follows:

**Setbacks.** The building setback lines on both sides of the common property line ("Common Property Line") between Lot 79R and 81R shall be 40 foot and no building, structure, fence or improvements shall be constructed, permitted or located nearer than 40 feet from the Common Property Line.

#### **ARTICLE II**

##### **GENERAL PROVISIONS**

**Section 1. Duration/Amendment.** The Restrictions of this Declaration shall run with and bind the land subject to this Declaration and the owners of any land subject to this Declaration, and such owner's respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of the Lots within the Properties has been recorded, agreeing to abolish or amend the

**FILED BY: KERR COUNTY  
ABSTRACT & TITLE CO.**

27775 13

Restrictions in whole or in part.

**Section 2. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, including without limitation restraint and/or injunctive relief for violations and/or recovery of damages for violations; 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.

**Section 3. 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.

**Section 4. 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.

**Section 5. Notices.** Any notice required to be given under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed.

IN WITNESS WHEREOF, the undersigned, have executed this instrument this 16 day of November, 2006.

  
CHARLES WYNN KILGORE, III

  
KAREN LAURICE KILGORE

  
MELVIN R. HINDS

  
DORIS JEAN HINDS

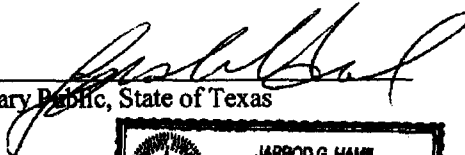
AFTER RECORDING RETURN TO:

Melvin Hinds  
PO Box 1632  
Medina, Tx  
78055

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on November 16, 2006, by CHARLES WYNN KILGORE, III and KAREN LAURICE KILGORE.

  
Notary Public, State of Texas

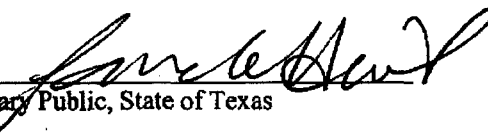


THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on November 16, 2006, by MELVIN R. HINDS and DORIS JEAN HINDS.



  
Notary Public, State of Texas

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.  
THE STATE OF TEXAS }  
COUNTY OF KERR }  
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

NOV 20 2006



  
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD  
at 3:57 o'clock P.M.

NOV 17 2006

JANNETT PIEPER  
Clerk County Court, Kerr County, Texas  
 Deputy



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Item: **WOODS (THE) SECTION TWO**

(Category: RESTRICTIONS)

Volume 4, Page 176, Plat Records of Kerr County, Texas; Volume 213, Page 356 and Volume 240, Page 375, 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.

Item: **WOODS (THE) SECTION TWO**

(Category: Subdivisions)

yyyyyyyyyyyyyy. Channel Easement dated July 30, 1963 to the State of Texas, recorded in Volume 3, Page 394, Easement Records of Kerr County, Texas.  
(AS PER LOTS 57 & 58 ONLY)

zzzzzzzzzzzzzz. Easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 176, Plat Records of Kerr County, Texas.

aaaaaaaaaaaaaa. Annual assessments and/or current maintenance charges as set forth in instrument dated September 14, 1978, recorded in Volume 213, Page 356 and as supplemented by instrument dated August 29, 1980, recorded in Volume 240, Page 375, Deed Records of Kerr County, Texas.

bbbbbbbbbbbbbb. Building Set Back Lines as per the Restrictions recorded in Volume 213, Page 356, Deed Records of Kerr County, Texas.

cccccccccccccc. Right-Of-Way Agreement dated August 16, 1979 to Bandera Electric Cooperative, Inc., recorded in Volume 11, Page 146, Easement Records of Kerr County, Texas.

dddddddddddddd. Any visible and/or apparent roadways or easement over or across the subejct property.

eeeeeeeeeeeeee. Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

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