

WOOD TRAILS RANCH RESTRICTIONS

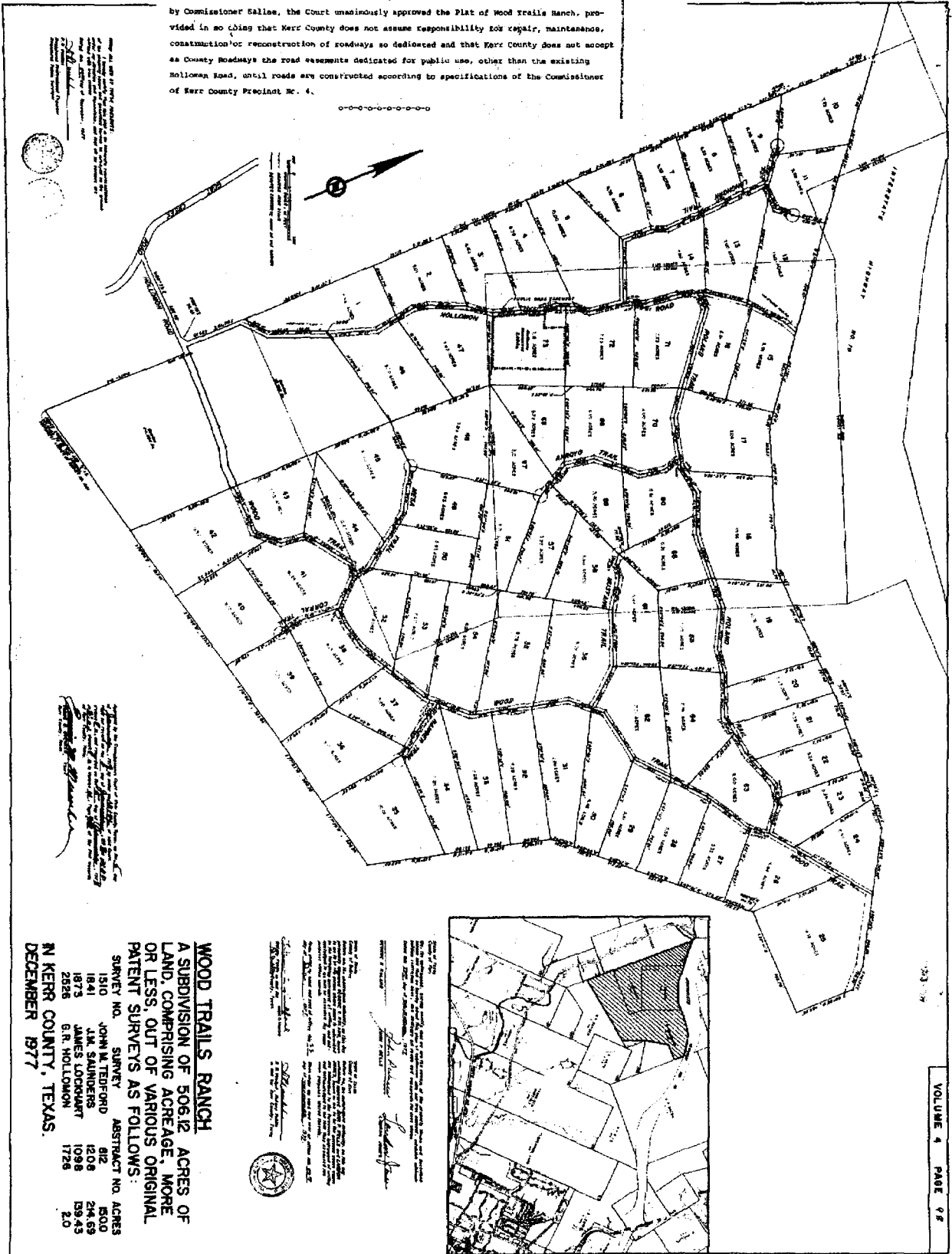
Volume 204, Page 643, Deed Records of Kerr County, Texas; Volume 1264, Page 1, Real Property Records of Kerr County, Texas; File No. 13-02315, Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL 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

- Control of access to Highway IH 10, access denied, by Certified Copy of Judgment No. 755 recorded in Volume 143, Page 358, Deed Records of Kerr County, Texas. (AS PER LOTS 10, 11, 12, 15, 17, 18, 19, 20, 21, 22, 23, 24 AND 25 ONLY)
- Right Of Way Easement dated November 16, 1973 to Central Texas Electric Cooperative, Inc., recorded in Volume 8, Page 1, Easement Records of Kerr County, Texas.
- Road Easement reserved in deed dated September 22, 1977, recorded in Volume 201, Page 172, Deed Records of Kerr County, Texas. (As per Lots 1-5, 12-16, 46 & 47, 71-73 only)
- Road Easements as per the Plat recorded in Volume 4, Page 98, Plat Records of Kerr County, Texas., and as per the Resubdivision Plat recorded in Volume 5, Page 140, Plat Records of Kerr County, Texas-For lots out of 43 & 44).
- Right Of Way Easement dated January 16, 1978 to Central Texas Electric Cooperative, Inc., recorded in Volume 9, Page 621, Easement Records of Kerr County, Texas.
- Building Set Back Lines and Easements as per the Restrictions recorded in Volume 204, Page 643, Deed Records of Kerr County, Texas, and Volume 1264, Page 1, Real Property Records of Kerr County, Texas; File No. 13-02315, Official Public Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated January 27, 1978, recorded in Volume 204, Page 643, Deed Records of Kerr County, Texas; File No. 13-02315, Official Public Records of Kerr County, Texas.
- Road Easement to Maria Del Carman Kelley Bernstorff et al, dated August 21, 1978, recorded in Volume 10, Page 101, Easement Records of Kerr County, Texas. (As per lots 23-34, 37 & 38, 41-44, 52-56 & 62-64 only)
- Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor for min reservation",ST1,6} 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)

NO. 13196 APPROVAL OF PLAT OF WOOD TRAILS RANCH

On this the 28th day of December 1977, upon motion made by Commissioner Stone, seconded by Commissioner Tallon, the Court unanimously approved the Plat of Wood Trails Ranch, provided in so doing that Kerr County does not assume responsibility for repair, maintenance, construction or reconstruction of roadways so dedicated and that Kerr County does not accept as County Roadways the road easements dedicated for public use, other than the existing Holloway Road, until roads are constructed according to specifications of the Commissioner of Kerr County Precinct No. 4.



WOOD TRAILS RANCH
A SUBDIVISION OF 506.12 ACRES OF
LAND, COMPRISING ACREAGE, MORE
OR LESS, OUT OF VARIOUS ORIGINAL
PATENT SURVEYS AS FOLLOWS:

SURVEY NO.	SURVEY	ABSTRACT NO.	ACRES
1510	JOHN M. TEDFORD	812	50.0
1841	J.M. SAUNDERS	1208	24.69
1873	JAMES LOCKHART	1098	19.45
2526	G.R. HOLLOWAY	1726	2.0

IN KERR COUNTY, TEXAS.
DECEMBER 1977

DECLARATION OF RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF KERR §

WHEREAS, these revised restrictions and covenants refer to all that certain real property located in Kerr County, Texas, described as follows:

WOOD TRAILS RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof filed of record in Volume 4, Page 98, Plat Records of Kerr County, Texas, to which reference is hereby made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, IT IS DECLARED that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property, or any part thereof, and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, to-wit:

1. All tracts shall be known and used for residential purposes.
2. No tract shall be used or maintained as a dumping ground for garbage or other trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept in clean and sanitary condition. No noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the development.
3. No structure shall be located nearer than 30 feet to the front line or nearer than 10 feet to the side or back line of any tract.
4. All house plans shall be approved in writing by the Wood Trails Ranch Property Owners' Association board of directors prior to beginning construction. No residence of less than 1200 square feet of living area, excluding porches, breeze ways and garage shall be erected. No used buildings or used houses shall be moved onto this property. All buildings shall be neat in appearance. Wood exteriors shall be stained or painted.
5. No structure of temporary character, garage, barn, shack or other out building, automobile, bus, or tent shall be used at any time as a residence, either temporarily or permanently. Mobile homes may be used as residence for a maximum of one year during construction of a permanent dwelling with the approval of the board, provided they can be sited so they are not visible from a public road. Exterior construction must be finished within one year from starting date. Campers or motor homes are permitted as living accommodations for guests during weekends or vacation periods only.

6. No outdoor toilet shall be erected, placed or permitted to remain on any tract. All individual sewage disposal systems shall be located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as specified by governmental units having jurisdiction in such matters.
7. No tract shall be used for commercial hunting or business purposes of any character nor have any commercial or manufacturing purpose.
8. No automobile, truck, trailer, or other vehicles shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
9. No disposal of any kind that would pollute any stream or body of water or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of this property shall be permitted.
10. The keeping of swine is expressly forbidden. Livestock (horses, cattle, sheep, and goats) other than household pets shall be restricted to a total of one animal per acre.
11. An easement of 10 feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys, and fixtures for electric and telephone lines and to trim any trees which may interfere with maintenance of such lines, with rights of ingress and egress across the property to employees of these utilities.
12. Any restriction on the sale, rental, or use of the herein described property because of color or race is invalid and unenforceable under Federal Law.
13. No deviations of any kind shall be allowed from these restrictions without permission in writing from Wood Trails Ranch Property Owners' Association, the governing body of the above described property. These restrictions are to run with the land and shall be binding on each and every owner, his or their heirs, assigns, successors, administrators, and all persons claiming such ownership until April 2013, at which time said restrictions shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then members of the Wood Trails Ranch Property Owners' Association, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either for restraint of violation or to recover damages from such violation. Invalidation of any one of these covenants by a judgment or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

EXECUTED this 24th day of April 2003.

WOOD TRAILS RANCH PROPERTY OWNERS' ASSOCIATION

Patrice Doerries, President
PATRICE DOERRIES, President

Kathy Fletcher
KATHY FLETCHER, Secretary

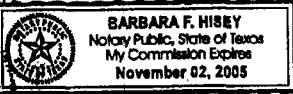
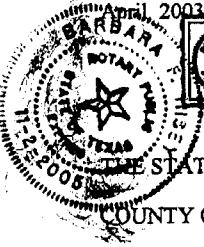
THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared
PATRICE DOERRIES, known to me to be the person whose name is subscribed to the

foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of

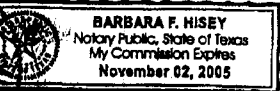


Barbara F. Hisey
Notary Public, Kerr County, Texas.

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared KATHY FLETCHER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of



Barbara F. Hisey
Notary Public, Kerr County, Texas.

Return to:
TRAILS RANCH PROPERTY OWNERS' ASSOCIATION
BOX 482
INGRAM, TEXAS 78025

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 Real Property of Kerr County, Texas on

APR 28 2003



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1264 PG. 1
RECORDING DATE

APR 28 2003



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

FILED FOR RECORD
at 11:01 o'clock PM

APR 25 2003

JANNETT PIEPER
Clerk County Kerr County, Texas
Linda Hamilton Dep.

THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of all that certain real property located in Kerr County, Texas, described as follows:

WOOD TRAILS RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof filed of record in Volume 4, Page 98, Plat Records of Kerr County, Texas, to which reference is here made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, IT IS DECLARED that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property, or any part thereof, and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, to-wit:

1. All tracts shall be known and used for residential purposes.
2. No tract shall be used or maintained as a dumping ground for garbage or other trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and no noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the development.
3. No structure shall be located nearer than 30 feet to the front line or nearer than 6 feet to the side or back line of any tract.
4. All house plans shall be approved in writing by the Sellers prior to beginning date construction. Upon completion of development of the property plans to be approved are to be submitted to an architectural control committee to be selected by the property owners.

No residence of less than 800 square feet of living area, excluding porches, breeze ways and garage shall be erected and no used buildings or used houses shall be moved onto, placed or permitted to remain on this property. All buildings shall be neat in appearance. Wood exteriors shall be stained or painted.

5. No structure of temporary character, garage, barn, shack or other out building, automobile, bus, or tent shall be used at any time as a residence, either temporarily or permanently.

Mobile homes may be used as residence for a maximum of one year during construction of a permanent dwelling, provided they can be sited so they are not visible from a public road. Exterior construction must be finished within one year from starting date. Campers or motor homes during week-ends or vacation periods are permissible.

6. No outdoor toilet shall be erected, placed or permitted to remain on any tract. All individual sewage disposal systems shall be located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as specified by governmental units having jurisdiction in such matters.

7. No tract shall be used for commercial hunting, nor business purposes of any character nor have any commercial or manufacturing purpose.

8. No automobile, truck, trailer or other vehicles shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.

9. No disposal of any kind that would pollute any stream or body of water or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of this property shall be permitted.

10. The keeping of swine is expressly forbidden. Livestock (horses, cattle, sheep and goats) other than household pets shall be restricted to a total of one animal per acre.

11. An easement of 10 feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys and fixtures for electric and telephone lines and to trim any trees which may interfere with maintenance of such lines, with rights of ingress and egress across the property to employees of these utilities.

12. Each owner shall pay a road maintenance charge for the maintenance of the road within the subdivision, such road maintenance charge to be a prorata share of such cost on an acreage basis, not to exceed \$4.00 per acre per year on tracts of less than 30 acres and not to exceed \$2.00 per acre per year on tracts of 30 acres or more; provided, however, that such road maintenance charge shall not be less than \$10.00 or more than \$50.00 per tract per year and no road maintenance charges shall be due for those tracts running on state or county maintained roads. Each such road maintenance charge, if not paid within sixty (60) days of billing date, shall become a bona fide lien against the tract for which such charge is assessed.

13. No deviations of any kind shall be allowed from these restrictions without permission in writing from Wood Trails Ranch, the developer of the above described property.

These restrictions are to run with the land and shall be binding on each and every owner, his or their heirs, assigns, successors, administrators and all persons claiming under such owner until January, 1997, at which time said restrictions shall be automatically extended for successive periods of ten years unless by a vote of the then owners of a majority of the tracts within the subdivision in the development, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either for restraint of violation or to recover damages from such violation. Invalidation of any one of these covenants by a judgment or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

George R. Roland
GEORGE R. ROLAND

John P. Wells
JOHN P. WELLS

Landon Jones
LANDON JONES

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE R. ROLAND, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of January, 1978.

P. H. Gibson
Notary Public, Kerr County, Texas.

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. WELLS and LANDON JONES, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of January, 1978.

Stephanie M. Hall
Notary Public, Kerr County, Texas.

STEPHANIE M. HALL
NOTARY PUBLIC
KERR COUNTY, TEXAS
MY COMMISSION EXPIRES 1-28-78

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JACKIE DON GOLD and wife, NANCY LEE GOLD, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of January, 1978.

Stephanie M. Hall
Notary Public, Kerr County, Texas.

STEPHANIE M. HALL
NOTARY PUBLIC
KERR COUNTY, TEXAS
MY COMMISSION EXPIRES 1-28-78

-4-

Filed for record January 30, 1978 at 4:50 o'clock P.M.
Recorded February 2nd, 1978
ENNIE M. MUENKER, Clerk

By Melinda Whrens Deputy

03923

VOL. 1264 PAGE 0001

DECLARATION OF RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF KERR §

WHEREAS, these revised restrictions and covenants refer to all that certain real property located in Kerr County, Texas, described as follows:

WOOD TRAILS RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof filed of record in Volume 4, Page 98, Plat Records of Kerr County, Texas, to which reference is hereby made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, IT IS DECLARED that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property, or any part thereof, and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, to-wit:

1. All tracts shall be known and used for residential purposes.
2. No tract shall be used or maintained as a dumping ground for garbage or other trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept in clean and sanitary condition. No noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the development.
3. No structure shall be located nearer than 30 feet to the front line or nearer than 10 feet to the side or back line of any tract.
4. All house plans shall be approved in writing by the Wood Trails Ranch Property Owners' Association board of directors prior to beginning construction. No residence of less than 1200 square feet of living area, excluding porches, breeze ways and garage shall be erected. No used buildings or used houses shall be moved onto this property. All buildings shall be neat in appearance. Wood exteriors shall be stained or painted.
5. No structure of temporary character, garage, barn, shack or other out building, automobile, bus, or tent shall be used at any time as a residence, either temporarily or permanently. Mobile homes may be used as residence for a maximum of one year during construction of a permanent dwelling with the approval of the board, provided they can be sited so they are not visible from a public road. Exterior construction must be finished within one year from starting date. Campers or motor homes are permitted as living accommodations for guests during weekends or vacation periods only.

VOL. 1264 PAGE 0002

6. No outdoor toilet shall be erected, placed or permitted to remain on any tract. All individual sewage disposal systems shall be located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as specified by governmental units having jurisdiction in such matters.
7. No tract shall be used for commercial hunting or business purposes of any character nor have any commercial or manufacturing purpose.
8. No automobile, truck, trailer, or other vehicles shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
9. No disposal of any kind that would pollute any stream or body of water or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of this property shall be permitted.
10. The keeping of swine is expressly forbidden. Livestock (horses, cattle, sheep, and goats) other than household pets shall be restricted to a total of one animal per acre.
11. An easement of 10 feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys, and fixtures for electric and telephone lines and to trim any trees which may interfere with maintenance of such lines, with rights of ingress and egress across the property to employees of these utilities.
12. Any restriction on the sale, rental, or use of the herein described property because of color or race is invalid and unenforceable under Federal Law.
13. No deviations of any kind shall be allowed from these restrictions without permission in writing from Wood Trails Ranch Property Owners' Association, the governing body of the above described property. These restrictions are to run with the land and shall be binding on each and every owner, his or their heirs, assigns, successors, administrators, and all persons claiming such ownership until April 2013, at which time said restrictions shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then members of the Wood Trails Ranch Property Owners' Association, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either for restraint of violation or to recover damages from such violation. Invalidation of any one of these covenants by a judgment or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

EXECUTED this 24th day of April 2003.

WOOD TRAILS RANCH PROPERTY OWNERS' ASSOCIATION

Patrice Doerries, President
PATRICE DOERRIES, President

Kathy Fletcher
KATHY FLETCHER, Secretary

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared
PATRICE DOERRIES, known to me to be the person whose name is subscribed to the

VOL. 1264 PAGE 0003

foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of



Barbara F. Hisey
Notary Public, Kerr County, Texas.

§ THE STATE OF TEXAS

§ COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared KATHY FLETCHER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of



Barbara F. Hisey
Notary Public, Kerr County, Texas.

Return to:

RAILS RANCH PROPERTY OWNERS' ASSOCIATION
BOX 482
INGRAM, TEXAS 78025

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 this date, and at this time designated herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

APR 28 2003



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDS *Real Property*
VOL. 1264 pg. 1
RECORDING DATE

APR 28 2003



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDERS NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

FILED FOR RECORD
at 11:01 o'clock A. M.

APR 25 2003

JANNETT PIEPER
Clerk County Clerk, Kerr County, Texas
Jannett Pieper

13-02315

DECLARATION OF RESTRICTIONS AND COVENANTS

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENT

COUNTY OF KERR

§

WHEREAS, these revised restrictions and covenants refer to all that certain real property located in Kerr County, Texas, described as follows:

WOOD TRAILS RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof filed in Volume 4, Page 98, Plat Records of Kerr County, Texas, to which reference is hereby made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

NOW THEREFORE, IT IS DECLARED that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any right, title or interest in or to the above described property, or any part thereof, and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, to wit:

1. All tracts shall be known and used for family residential purposes.
2. No tract shall be used or maintained as a dumping ground for garbage or other trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept in clean and sanitary condition. No noxious or offensive trade, activity, or noise shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the development.
3. No structure shall be located nearer than 30 feet to the front line or nearer than 10 feet to the side or back line of any tract. An easement of 10 feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys, and fixtures for electric and telephone lines and to trim any trees which may interfere with maintenance of such lines, with rights of ingress and egress across the property to employees of these utilities.
4. All house plans shall be approved in writing by the Wood Trails Ranch Property Owners Association board of directors prior to beginning construction. No residence of less than 1200 square feet of living area, excluding porches, breezeways and garage shall be erected. No used buildings or used houses shall be moved onto this property. All buildings shall be neat in appearance. Wood exterior shall be stained or painted.

5. Mobile homes, either singlewide or doublewide, shall not be allowed under any circumstances. No structure of temporary character, a garage, barn, shack, or other outbuilding, automobile, bus, or tent shall be used at any time as a residence, either temporarily or permanently. A motor home or towable camper may be used as a temporary residence for a maximum of one year during construction of a permanent dwelling with the approval of the Board. Exterior construction must be completed within one year from starting date. Once construction is complete, the motor home or towable camper may remain on the tract to be used for weekend use and/or to accommodate visiting family/guests. There shall be no more than 1 motor home or towable camper allowed per tract and it shall be placed in an area the least visible from the road if at all possible.
6. No outdoor toilet shall be erected, placed or permitted to remain on any tract. All new construction for On Site Sewage Facilities must meet applicable codes and standards for O.S.S.F. as defined under current state and county statutes, regulations, and codes. This includes guest houses.
7. No tract shall be used for commercial hunting or business purposes of any character nor have any commercial manufacturing purpose which could produce an excessive amount of traffic or noise such as the delivery of supplies/materials (excluding home construction), or the parking of vehicles that would block the roadway or infringe on another's property within the subdivision on a regular basis.
8. No automobile, truck, trailer, or other vehicles shall be abandoned on this property, nor shall there be any dumping of unsightly objects of any kind on the property.
9. No disposal of any kind that would pollute any stream or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of this property shall be permitted. State approved conservation and erosion prevention methods to eliminate siltation shall be employed where there is significant soil disturbance. Eroded materials shall not leave the property parcel from which they originate.
10. The keeping of swine is expressly forbidden. Livestock (horses, cattle, sheep and goats) other than household pets shall be restricted to a total of one animal per acre.
11. Any restriction on the sale, rental, or use of the herein described property because of color or race is invalid and unenforceable under Federal Law.
12. Anyone who owns property in the Wood Trails subdivision may become a member of the Association by paying annual dues. No deviations of any kind shall be allowed from these restrictions without permission in writing from the Wood Trails Ranch Property Owners Association, the governing body of the above described property. These restrictions are to run with the land and shall be binding on each and every owner, his or their heirs, assigns, successors, administrators, and all persons claiming such ownership until April 2023 at which time said restrictions shall be automatically extended for successive periods of ten years unless a majority of the owners of the Wood Trail property vote to change any restriction prior to that time. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either for restraint to violation or to recover damages from such violation. Invalidity of any one of these covenants by a judgment or court order shall in no wise affect any other of the provisions or covenants which shall remain in full force and effect.

EXECUTED this 4th day of April, 2013.

WOOD TRAILS RANCH PROPERTY OWNERS' ASSOCIATION

Michael D. Andrus
MICHAEL D. ANDRUS, President

Arlene L. Leonhardt
ARLENE L. LEONHARDT, Secretary

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared
MICHAEL D. ANDRUS, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of
April, 2013.



Melinda W. Cox
Notary Public, Kerr County, Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared
ARLENE L. LEONHARDT, known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that she executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of
April, 2013.



Melinda W. Cox
Notary Public, Kerr County, Texas

✓ Return to:
Wood Trails Ranch Property Owner's Association
P.O. Box 482
Ingram, Texas 78025

