

WOODSIDE RESTRICTIONS

Volume 325, Page 361 and Volume 445, Page 315, Real Property 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

- Easement dated August 17, 1926 to Texas Public Utilities Company, recorded in Volume 46, Page 387, Deed Records of Kerr County, Texas.
- Easement dated February 8, 1930 to Texas Power & Light Company, recorded in Volume 51, Page 495, Deed Records of Kerr County, Texas.
- 100' wide Easement dated May 28, 1941 to L.C.R.A., recorded in Volume 68, Page 83, Deed Records of Kerr County, Texas. (LOT 5B, BLOCK 1 AND LOT 6, BLOCK 2 ONLY)
- 100' wide Easement dated May 14, 1948 to L.C.R.A., recorded in Volume 1, Page 90, Easement Records of Kerr County, Texas. (LOT 5B, BLOCK 1 AND LOT 6, BLOCK 2 ONLY)
- Easement dated May 14, 1948 to L.C.R.A., recorded in Volume 1, Page 91, Easement Records of Kerr County, Texas.
- Easement dated March 16, 1959 to L.C.R.A., recorded in Volume 3, Page 131, Easement Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from W.J. Carter to Crystal W. Motley, dated August 24, 1977, recorded in Volume 265, Page 420, 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 aforesaid instrument.
- Easements as per the plat recorded in Volume 5, Page 120 and replat recorded in Volume 5, Page 273, Plat Records of Kerr County, Texas.
- Easements as per the Restrictions For Woodside Subdivision, recorded in Volume 325, Page 361, Real Property Records of Kerr County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights Of Parties In Possession. (AS PER OWNER POLICY ONLY)

04675 RESTRICTIONS FOR WOODSIDE SUBDIVISION

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

That, CHARLES W. WOLFF, d/b/a CHUCK WOLFF INVESTMENTS, with offices at 1150 Sidney Baker South, Kerrville, Texas 78028, being the owner of the hereinafter described property, does hereby make and publish the following limitations and restrictions which are to apply to and become a part of all contracts of sale, deeds or other legal instruments whereby title or possession is divested out of the present owner and invested in other person or persons, to any and all lots and blocks described as follows, to-wit:

Lots One (1) thru Sixty-Two (62), WOODSIDE SUBDIVISION, Kerr County, Texas, an addition to the City of Kerrville, Kerr County, Texas, according to the amended map thereof recorded in Volume 5, Page 120, of the Plat Records of Kerr County, Texas.

to all of which the undersigned does hereby bind himself as the sole owner of said lots.

I.

FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants hereinafter contained in their entirety shall apply to all lots above described in WOODSIDE SUBDIVISION, Kerrville, Kerr County, Texas, for convenience, the lots in said subdivision will be designated "Lot" in the singular and "Lots" in the plural, the WOODSIDE SUBDIVISION, will be designated, "the Subdivision" and CHARLES W. WOLFF, will be designated as the "Owner".

LAND USE AND BUILDING TYPE

1. All tracts shall be used solely for residential purposes, being limited to either a single-family residence or what is commonly known as a duplex in which no more than two families reside.
2. No single-family dwelling house which contains less than 1100 square feet of living area or a duplex which contains less than 1600 square feet of living area, exclusive of porches, breezeways, garages, carports or basements, may be erected upon any tract in this subdivision. The exterior of the building shall be completed not later than twelve (12) months after laying the foundation of the building. Servants quarters, guest houses and outbuildings may be constructed on the property after completion of the dwelling house, except as otherwise provided herein. The front of each main dwelling house shall be of brick or stone or brick or stone veneer construction.
3. No building shall be occupied until the exterior thereof shall be completely finished and connected to a disposal system approved by the City of Kerrville, and/or State Health Department, or other lawful authority. No outside toilets or cesspools shall be permitted.
4. No building shall be moved onto any tract without first obtaining permission in writing from the Developer or if the Developer fails to act, by written consent of 60 per cent (60%) of the tract owners, each tract owner having one vote per tract.
5. No mobile home shall be used as a dwelling.
6. After completion of a permanent residence, tract owners may store their personal travel trailers, motor homes or other recreational vehicle, so

long as it is not used as a permanent dwelling; no such vehicle shall be permanently parked on the street.

7. No junk or inoperative vehicles may be stored on any tract or street in this subdivision.

8. No swine or any other animals or poultry that are noxious or offensive shall be kept on any tract or portions thereof. Pets shall be permitted provided said pets are sheltered and kept within the boundaries of said tract and meets applicable city regulations.

9. No noxious or offensive activity shall be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the neighborhood.

10. The Developer reserves unto themselves or their assigns, an easement for utility purposes ten (10) feet wide on each side of all lot or tract lines and roadways and easements for anchor guy combinations wherever necessary for the installation and maintenance of electric, telephone and utility lines, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of utilities owning said lines.

11. No trailer, trailer house, tent or shack shall ever be used as a dwelling, temporary or permanent, in evasion of these restrictive covenants and conditions.

12. All restrictive covenants and conditions herein shall apply to future remodeling of buildings and to rebuilding in case of destruction by fire or the elements.

13. All boats, boat trailers, stock trailers, or trailers of any kind, shall be parked on the property of the lot owner, and shall not be parked on any street or alley.

14. All outbuildings such as tool sheds, storage houses, trailer ports, etc., shall have exterior walls constructed of standard building materials, including colored metal and painted concrete block. Galvanized metal on the exposed walls of any such outbuilding is expressly prohibited.

II.

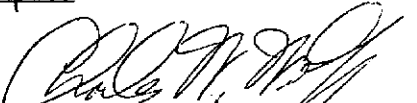
GENERAL PROVISIONS

Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 21st day of May, 1985.


 CHARLES W. WOLFF
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ACKNOWLEDGMENT

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STATE OF TEXAS

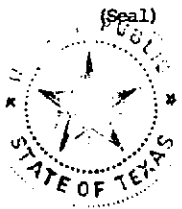
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COUNTY OF KERR

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This instrument was acknowledged this 21st day of May, 1985, by
Charles W. Wolff.



(Seal)

Sharon M. Foster
Notary Public, State of Texas

SHARON M. FOSTER
Notary's Printed Name
My commission expires: 6-14-86

RECORDED
INDEXED
MAY 21 1985
KERR COUNTY CLERK
OFFICE OF THE CLERK
KERR COUNTY, TEXAS

FILED FOR RECORD
4:16 P.M.

MAY 21 1985

PATRICIA DYE
Clerk County Court, Tarrant County, Texas
By Patricia Henderson Deputy

Return to:

Blaine & Mervin
Ottip, at Law
Bank of Knoxville
Tenn, #350
Knoxville, TN

78028

Filed for record May 21, 1985 at 4:16 o'clock P.M.
Recorded May 29, 1985
PATRICIA DYE, Clerk

By

Doris J. Henderson

Deputy

AMENDMENT TO RESTRICTIONS FOR WOODSIDE SUBDIVISION

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

That we, the undersigned, are owners of all of the lots situated in Woodside Subdivision, a subdivision of record in Volume 5, page 120, of the Plat Records of Kerr County, Texas; and,

That restrictive covenants for said subdivision are dated May 21, 1985, and are recorded in Volume 325, page 361, of the Real Property Records of Kerr County, Texas;

NOW THEREFORE, we, the undersigned, do hereby amend the hereinabove described restrictions of Woodside Subdivision to read as follows:

Paragraph 10 under the heading of "LAND USE AND BUILDING TYPE" shall hereafter read as follows:

10. The developer reserves unto themselves or their assigns a 5 foot wide maintenance easement on each lot adjoining a zero lot line dwelling along and abutting the lot line occupied by the zero lot line dwelling and reserve the right to trim trees which at any time interfere or threaten to interfere with the right of ingress to and egress from and across said easement."

All other terms and provisions of said original restrictions are hereby ratified.

EXECUTED this 5 day of ~~September~~ ^{October}, 1987.

Bobby G. Waddell
BOBBY G. WADDELL

Any provisions herein which restrict the sale, rental or use of the described real property, insofar as they are in violation of the National Bank of Commerce Act (12 U.S.C. § 360a) shall be null and void.

NATIONAL BANK OF COMMERCE OF KERRVILLE

BY: Ken Williams S.R. V.P.

Steven R. Perryman
STEVEN R. PERRYMAN

Alice W. Perryman
ALICE W. PERRYMAN

Ruben Rodriguez
RUBEN RODRIGUEZ

OCT 9 1987



Patricia Duff
COUNTY CLERK, KERR COUNTY, TEXAS

Lydia Betts
 LYDIA BETTS

STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared BOBBY G. WADDELL, 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 capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5 day of ~~October~~ September, 1987.



Cathy P. Daily
 Notary Public in and for
 Kerr County, Texas
 My Commission Expires: 2/17/88

STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Ken Adams, Sr. Vice President of the NATIONAL BANK OF COMMERCE OF KERRVILLE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of September, 1987.



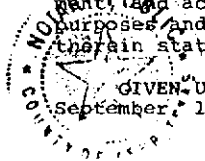
Carol A. Buena
 Notary Public in and for
 Kerr County, Texas
 My Commission Expires: 5/1/88

STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN R. PERRYMAN and ALICE W. PERRYMAN, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of September, 1987.



Louisa Long
 Notary Public in and for
 Kerr County, Texas
 My Commission Expires: 11-21-88

STATE OF TEXAS §
COUNTY OF KERR §

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BEFORE ME, the undersigned authority, on this day personally appeared RUBIN RODRIGUEZ, 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 capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of September, 1987.



L. Sandel L. SANDEL
Notary Public in and for
Kerr County, Texas

My Commission Expires: 8-10-89

STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared LYDIA BETTS, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of September, 1987.



L. Sandel L. SANDEL
Notary Public in and for
Kerr County, Texas

My Commission Expires: 8-10-89

FILED FOR RECORD

at 10:25 o'clock A.M.

OCT 6 1987 ✓

PATRICIA DYE

Clerk County Court, Kerr County, Texas
Patricia A. Anderson

RECORDED IN Real Property
FILE DATE: OCT 6, 1987
FILE TIME: 10:25 O'CLOCK A.M.
VOL. 445 PAGE 313
RECORDING DATE

OCT 9 1987



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY Patricia A. Anderson
Deputy

Return to:
Ken Ferguson
P.O. Box 2168
Herrville, Texas
78029-2168

Filed for record October 6, 1987 at 10:25 o'clock A.M.

Recorded October 9, 1987

PATRICIA DYE, Clerk By Patricia A. Anderson Deputy