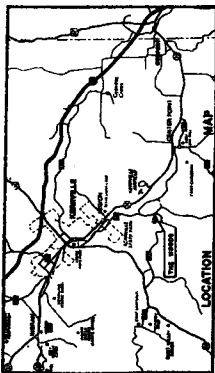


**WOODS (THE)  
RESTRICTIONS**

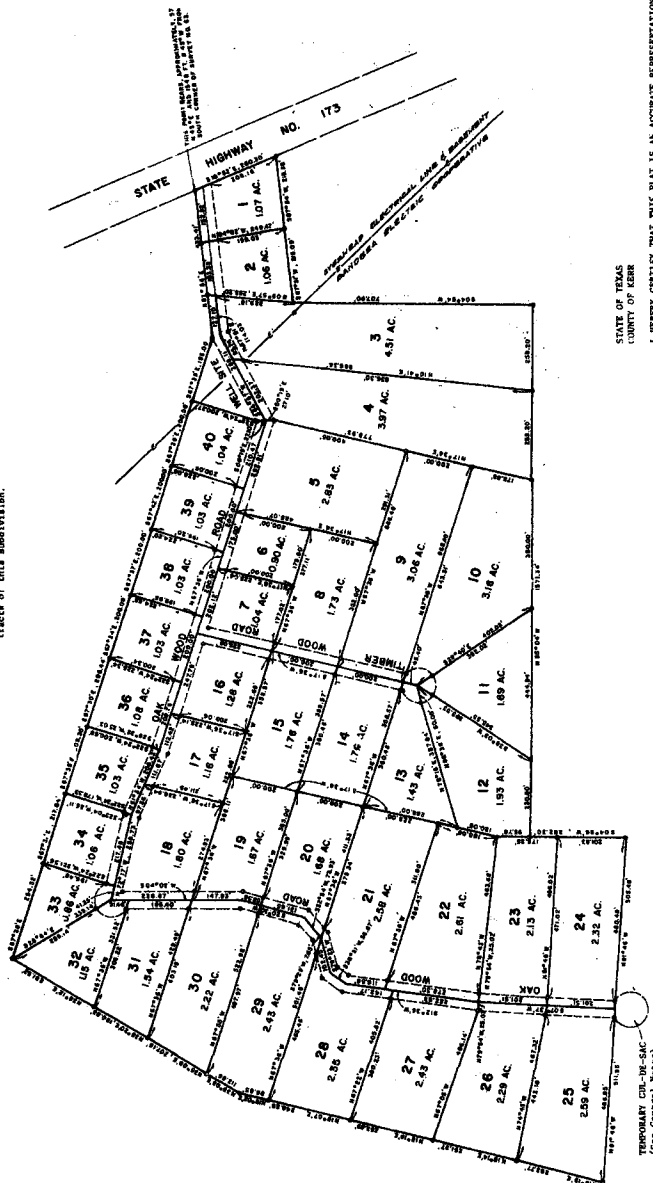
Volume 4, Page 137, Plat Records of Kerr County, Texas; Volume 213, Page 356, Deed Records of Kerr County, Texas; Volume 1491, Page 67, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN 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**

- Channel easement dated January 26, 1962 to the State of Texas, recorded in Volume 3, Page 296, Easement Records of Kerr County, Texas. (AS PER LOT 1 ONLY)
- Road and Utility Easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 137, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated September 14, 1978, recorded in Volume 213, Page 356, 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.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



UTILITY EAST/MD/RTX

[illegible]

STATE OF TEXAS

I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF THE PROPERTY SHOWN AND PLATTED HEREON AS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, EXCEPT NO SURVEY WAS MADE TO REESTABLISH PATENT SURVEY LINES OR CORNERS, AND THAT ALL LOT CORNERS ARE MARKED WITH IRON STAKES.

COMMON LAW IN THE STATE OF NEW YORK



HEREBY CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KERRVILLE, TEXAS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

[illegible]

**L. G. RIDDLE, CHAIRMAN**  
**RECREATIVE PLANNING COMMISSION**

APPROVED, BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS, ON THE 16 DAY OF  
1978, BY ORDER NO. 19844 OF SAID COURT.

1976, at 7:00 O'CLOCK  
M., and RECORDED ON THE 11 DAY OF September, 1978 at 7:53 O'CLOCK  
P. M. WORKING AT DATE 4-2-78 OF THE PUBLIC RECORDS OF KERR COUNTY, TEXAS.

JOHN W. HUNTER, CLERK  
HARRIS COUNTY, TEXAS

[illegible]

DATED THIS 1TH DAY OF SEPTEMBER 1978

STATE OF TEXAS  
COUNTY OF KERR

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARL D. MEER, JR., AND JOHN V. MILLER, JR., KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN.

TEEN UNDER MY HAND AND SEAL, OF OFFICE THIS 7TH DAY OF SEPTEMBER, 1978.

*[Signature]*  
J. K. WOELKE, NOTARY PUBLIC IN AND  
FOR KEER COUNTY, TEXAS  
Term Expires 4-30-1979

**THE WOODS**  
A SUBDIVISION COMPRISING 74.98 ACRES  
OUT OF Wm. T. CROOK SURVEY No. 63,  
ABSTRACT No. 116, IN KERR COUNTY,  
TEXAS

CARL D. MEEK, JR. & JOHN W. MILLER, JR.  
OWNERS - DEVELOPERS

D. R. VOELKEL Chief Engineer - Lease Surveyor 212 OLAT ST. KENNEDVILLE, TEXAS 79036	Index - 1" = 200' Date - AUGUST 1978 Job No. - V-609
--	--

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.

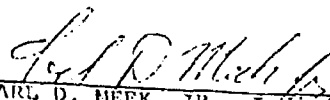
A copy of any change or amendment to these Restrictions shall be forwarded by prepaid mail to all owners by the Committee. Failure to furnish said copy shall not affect the validity of such change or amendment.

#### 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 hereto caused this instrument to be executed this 14th day of September, A.D., 1978.

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

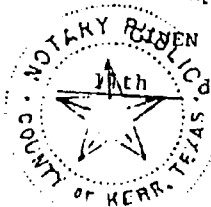
THE STATE OF TEXAS

COUNTY OF KERR

S  
S  
S

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 19th day of September, A.D., 1978.



Edna Turner  
NOTARY PUBLIC in and for  
Kerr County, Texas

My Commission Expires:

8/16/80

Particulars  
The Woods  
do  
The Public

FILED FOR RECORD

at 4:20 o'clock P.M.

SEP 14 1978

EMMIE M. MUENKER

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. MUENKER, Clerk

By Marion Scherer 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.

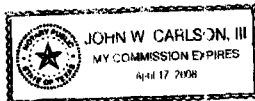
EXECUTED this 21<sup>st</sup> day of December, 2005

THE WOODS HOMEOWNER'S ASSOCIATION

By: Tom W. McGlathery  
Tom McGlathery, President

STATE OF TEXAS           §  
  §  
COUNTY OF KERR       §

This instrument was acknowledged before me this 21<sup>st</sup> day of December, 2005, by Tom McGlathery, 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 McGlathery  
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

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.

FOR		AGAINST	
NAME	LOT#	NAME	LOT#
1. Cecil & Dorothy Wellborn	7	<del>Walter &amp; Betty</del>	<del>5</del>
2. William & Bonnie Miller	5		
3. Vickie & Vernon & Betty	39		
4. <del>John &amp; Mary</del>	<del>6</del>		0
5. <del>John &amp; Teresa</del>	<del>8</del>		
Not at home 6-15-05 (11:00)			

Signature Required to Sign in either way

## THE WOODS HOMEOWNER'S ASSOCIATION

FOR

AGAINST

NAME

LOT #

NAME

LOT #

44-6-115

6. David & Elizabeth Pomeroy	16		
7. Ben & Virginia Day	17		
8. Robert L. Mullen	17		
9. Jeremy Turner	4		
10. D. Henry Puckett	36		
11. James W. Carles	38		
12. Debra L. Magee	39		
13. Stanley E. Ford	15		
14. Maurice & Mabel Haulley	10		
15. Maurice & Mabel Haulley	11		
16. Bruce & Brenda Hurlingham	12		
17. Thomas T. Trest	14		
18. Thomas T. Trest	21		
19. Donna W. Trest	13		
20. Eugene Chappell	2		
21. Margaret & John Whose	35		
22. Baptist Church	18		
23. John W. Smith	32		
24. Charles & Phyllis Sherman	24		
25. Thomas D. Wason by M/L	21		
26. Robert Zimmerman	33		
27. Joyce W. Skerrie	22		
28. Rebecca M. Kline	22	11-07	
29. Andrew & Mary A. Ray	28		
30. David & Betty Kelley	26		
31. J. F. Kline	27		
32. J. F. Kline	27		
33. Ken & Carol Mohr Ke (W)	19	MOVED 11-7	
34. John & Marie Thompson	39		
35. Joel & Sheron Johnson	29		
36. Ron & Linda Schuyler	77		
37. David & Jackie Springer	75		
38. David & Jackie Springer	76		
39. David & Jackie Springer	42		
40. Emma Christensen	41		
41. Robert Obo	73		
42. Kathryn Reese	44		
43. Sherry Crager	45		
44. Willie Woodward	77		
45. Richard Smith	43		
46. James McCallum	34		
47. Karen Kilgore	79		
48. Karen Kilgore	80		
49. Karen Kilgore	81		
50. Karen Kilgore	82		
51. Karen Kilgore	83		
52. David & Betty Plum	49		
53. Michael	51		
54. Bruce	45		
55. Michael	50		
56. Tom	66		
57. David P. Brown	67		

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.

FOR

AGAINST

NAME

LOT#

NAME

LOT#

58	Ed & Shelly Moser	44		
59	W. P. Gayman	52		
60	Mark C. Cox	53		
61	Paul K. Baker	63		
62	Carl Garbin	54		
63	John H. Hays	62		
64	James D. Moore	70		
65	William C. Adams	69		
66	BE	#68		
67	Donald J. Frazier	Lot #48		
68	Margaret R. Hargrave	247		
69	James Wood	46		
70	Robert Carol Edwards	57		
71	Ralph R. Hauldestad	60		
72	Robert J. Foster	61	144F	
73	Betty J. Foster	61		
74	Robert J. Foster	55	140F	
75	Mike Pfeiffer	55		
76	Ray & Hilda Pat	58		
77	John F. Rempey	24		
78	John F. Rempey	23		
79	W. R. King	21-30	2-1-75	
80	Marjorie Turrell	27		
81	Marjorie Ernest	19		
82	Chas. Stewart	16		
83	Julia Mayman	14		
84	Edith Bell	13		
85	Edith Bell	12		
86	James C. Hays	11		
87	Sharon Bell	8		
88	Melanie Davis	7		
89	James C. Hays	6		
90	Ray Hays	3 Sec 8		
91	John S. Hays	26		
92	Michael B. Hays	5		
93	Wayne Hays	25		
94	Carl Hays	17		
95	Ed Hays	9		
96	James Hays	10		
97	James Hays	20		
98	James Hays	18		
99	James Hays	1+2	2-1-75	
100	James Hays	4		
101	James Hays	28		
102	James Hays	6		

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.

Provisions herein which restrict the sale, lease 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

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  
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.

## **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**

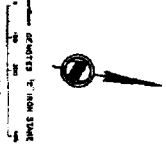
- Easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 176, Plat Records of Kerr County, Texas and Volume 7, Page 369, Plat Records of Kerr County, Texas. *(As per Lots 79R, 81R & 83R)*
- Channel Easement dated July 30, 1963 to State of Texas, recorded in Volume 3, Page 394, 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)

COGNAC BY MAIL

DATED THIS 17TH DAY OF JULY, 1979

John S. Miller  
DONOR OF MILLER, JR., CO-DONOR

**JOE L. KOEHL, DEPUTY PUBLIC TRUSTEE  
FOR KEND COUNTY, TEXAS**  
(Term expires 4-30-81)



## 107114:Y EASEMENTS

[illegible]

GENERAL NOTES

ALL ROAD RIGHT-OF-WAY EASEMENTS ARE FIFTY (50) FEET IN WIDTH.  
NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED ON ANY LOT  
WIDERER THAN:  
50 FEET FROM ANY STREET  
20 FEET FROM ANY SIDE PROPERTY LINE  
20 FEET FROM ANY REAR PROPERTY LINE  
CH-DE-SAC ROAD EASEMENTS ARE FIFTY (50) FT. WIDTH.

**THE WOODS SECTION TWO**

A SUBDIVISION COMPRISING 54.25 ACRES  
OUT OF Wm T. CROOK SURVEY N 63,  
ABSTRACT N 116, IN KERR COUNTY,  
TEXAS.

CARL D. WEEK, JR. & JOHN R. MILLER, JR.  
OWNERS - DECEASED

WATERLOO, IOWA  
KERVILLE, TEXAS

NAME	ALY BRYAN
AGE	4 - 08/22

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

APPEARED IN THE COMMISSIONERS COURT OF REIN COUNTY, TEXAS, ON THE 20<sup>TH</sup> DAY OF  
June, 1979, AT WHICH ON 7/9/79 OF SAID COURT  
 OF THE RECORDS ON THE 20<sup>TH</sup> DAY OF June, 1979 AT 7/9/79 CLERK  
 P. H. AND RECORDS ON THE 20<sup>TH</sup> DAY OF June, 1979 AT 7/9/79 CLERK  
 P. H. IS WHERE AT 1046 1/2 OF THE DEED RECORDS OF REIN COUNTY, TEXAS

*James E. Hinkle*  
 JAMES E. HINKLE, CLERK  
 REIN COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HENDRICK  
I HEREBY CERTIFY THAT THIS MAY IS AN AGED  
AND MARRIED MERCHANT AS DEFINED IN THE  
AND SUPERVISION, EXCEPT NO SIGNING AND  
COMMENTS, AND THAT ALL LOT COMMENTS ARE  
DATE: THIS 11TH DAY OF JULY, 1979.

*W. H. H. H.*  
D. H. H. H.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTERED PUBLIC SHERIFF NO. 443

KERR COUNTY Vol: 4 Page: 176 WOODS THE SEC2

## 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. RADIUS.

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.

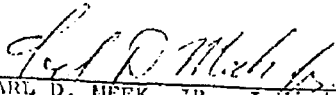
A copy of any change or amendment to these Restrictions shall be forwarded by prepaid mail to all owners by the Committee. Failure to furnish said copy shall not affect the validity of such change or amendment.

#### 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.

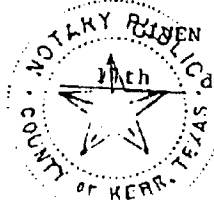
  
 CARL D. HEEK, JR., Individually  
 and as Attorney-in-Fact for  
 Patrick W. Olfers and wife, Sarah  
 Olfers, and as Attorney-in-Fact for  
 John Miller, Jr.

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

Restitutions  
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 600 JEFFERSON KERRVILLE, TEXAS 76086
---	--	--	--

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:**

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 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. MUEKER Clerk County Court, Kerr County, Texas <i>William H. Mueker, Deputy</i>  Return to: WALLACE AND JACKSON A PROFESSIONAL CORPORATION ATTORNEYS AT LAW ONE JOHNSON KENNESAW, TEXAS 79008
--	--	------------------	--

Filed for record October 6, 1980 at 4:47 o'clock P.M.  
 Recorded October 7, 1980  
 RMMIE M. MUEKER, 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 W. McGilathery  
Tom McGilathery, President

STATE OF TEXAS           §  
  §  
COUNTY OF KERR       §

This instrument was acknowledged before me this 21<sup>st</sup> day of December, 2005, by Tom McGilathery, 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 McGilathery  
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

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.

FOR

AGAINST

NAME	LOT#	NAME	LOT#
1. Cecil & Dorothy Wellborn	7	<del>Walter &amp; Betty</del>	<del>22</del>
2. William & Bonnie Miller	5		
3. Mike & Patrice Perry	39		
4. <del>Thomas &amp; Jane</del>	<del>6</del>		0
5. <del>James &amp; Thomas</del>	<del>41</del>		
not at house 6-15-05 (LRM)			

Signature Required to sign in this way

## THE WOODS HOMEOWNER'S ASSOCIATION

FOR

AGAINST

NAME

LOT #

NAME

LOT #

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. Trust 14  
 18. Thomas T. Trust 21  
 19. Anna N. Jit 13  
 20. Eugene Chappell 2  
 21. Margaret & John Wiese 35  
 22. Bapt. Carolyn Edwards 18  
 23. Mrs. M. L. Hays 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. Kille 27  
 32. ~~Arthur Hays~~ 28  
 33. Ken & Carol Mohr Ke (W) 19  
 34. John & Mary Sampson 39  
 35. Fred & Sharon Vinson 29  
 36. Ron & Linda Schuyler 77  
 37. Donald & Jackie Simpson 75  
 38. Louis & Betty Kipf 76  
 39. ~~Ed & Edith~~ 42  
 40. Emma Christman 41  
 41. Robert Ocho 73  
 42. Kathryn Reese 44  
 43. Sherry Crager 45  
 44. Willie Woods 77  
 45. Richard 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. ~~Martha~~ 51  
 54. ~~Charles~~ 55  
 55. Michael Messner 50  
 56. Tom Blum 66  
 57. Arthur P. Barrow King 67

## 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.

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	63		
62	Carl Barber	54		
63	Alice Nepp	62		
64	Samuel Moore	70		
65	William C. Adams	69		
66	B. S.	68		
67	Donald J. Fung	48		
68	Margaret Christman	217		
69	Walter Wood	46		
70	Robert & Carol Coleman	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	H. R. King	21	30	2
79	Clara Hurrell	27		
80	Theresa E. Hurrell	19		
81	Chas. Stewart	16		
82	Clara Stewart	14		
83	Clara Stewart	13		
84	Clara Stewart	12		
85	James C. Hurrell	11		
86	Stacy Hurrell	8		
87	Melanie Hurrell	7		
88	Clara Hurrell	6		
89	Clara Hurrell	3		
90	Clara Hurrell	26		
91	Clara Hurrell	5		
92	Clara Hurrell	25		
93	Clara Hurrell	17		
94	Clara Hurrell	7		
95	Clara Hurrell	10		
96	Clara Hurrell	20		
97	Clara Hurrell	10		
98	Clara Hurrell	10		
99	Clara Hurrell	10		
100	Clara Hurrell	10		
101	Clara Hurrell	10		
102	Clara Hurrell	10		

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.

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

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.

**"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

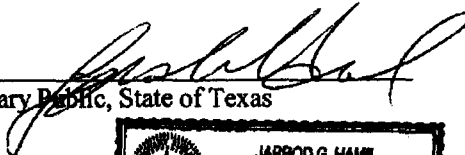
AFTER RECORDING RETURN TO:

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

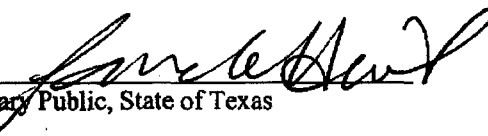


THE STATE OF TEXAS §

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

---

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)

---

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

Volume 5, Page 53, Plat Records of Kerr County, Texas; Volume 213, Page 356 and Volume 294, Page 611, Deed Records of Kerr County, Texas; Volume 1491, Page 67, 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.

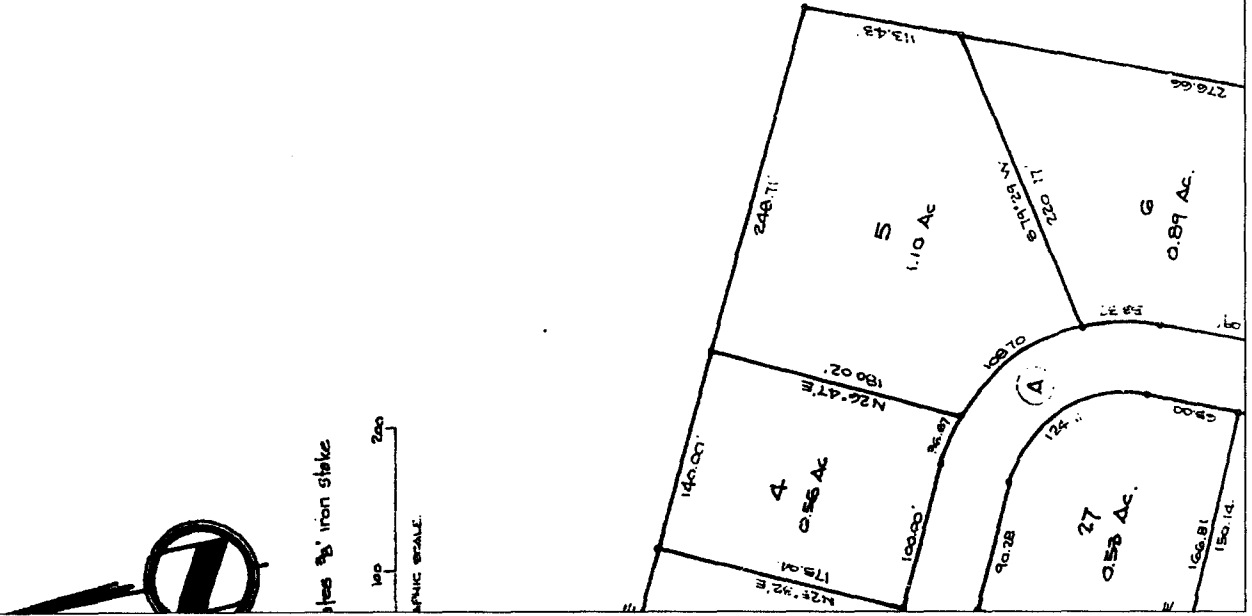
## **OTHER EXCEPTIONS**

- Easements and Building Set Back Lines as per the Plat recorded in Volume 5, Page 53, Plat Records of Kerr County, Texas.
- 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 recorded in Volume 294, Page 611, 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 as per the Supplemental Declaration recorded in Volume 294, Page 611, Deed Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easement over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)



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

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) ft. 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) ft. 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.



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.

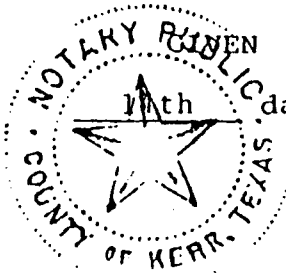
  
CARL D. MEEK, JR., Individually  
and as Attorney-in-Fact for  
Patrick W. Olfers and wife, Sarah  
Olfers, and as Attorney-in-Fact for  
John Miller, Jr.

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.



GIVEN 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

Restrictions  
to  
the Public

FILED FOR RECORD

at 4:20 o'clock P.M.

SEP 14 1978

EMMIE M. MUENKER

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. MUENKER, Clerk

By Marion Scherer Deputy

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION TO COVENANTS, CONDITIONS AND  
RESTRICTIONS (this "Amendment") is made and entered into on this  
13 day of APRIL, 1984.

W I T N E S S E T H:

A. Certain parties named and defined in the Declaration (as hereinafter defined) have heretofore executed and acknowledged that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated September 14, 1978, and that certain Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 29, 1980, covering certain real estate and premises situated in Kerr County, Texas, which are more particularly referred to and described therein, which instruments have been recorded in Volume 213, Page 356, and in Volume 240, Page 375, respectively of the Deed Records of Kerr County, Texas.

B. The undersigned has succeeded to the rights, powers and authorities of Declarants under the Declaration, and is herein referred to as "Declarants." Declarants own certain additional real property (the "Additional Property"), being more particularly described as The Woods, Section Three, a subdivision in Kerr County, Texas, according to the Plat thereof recorded in Volume 5, Page 53 of the Plat Records of Kerr County, Texas, and Declarants desire to subject the Additional Property to the terms and provisions of the Declaration.

C. Section 7 of Article I of 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 hereinbelow supplemented, and to further and additionally restrict the Additional Property.

NOW, THEREFORE, the Declarants reaffirm the terms and declarations set forth in the Declaration, and the recitals and declarations contained therein, and declare that the Additional Property and any permanent improvements thereon are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Supplemental Declaration, declare that the Additional Property shall be included as a part of the Property, as defined and specified in the Declaration, and supplement and add to the Declaration with respect to the Additional Property as set forth herein, so that in the event of any conflict between the Declaration and this Supplemental Declaration, the terms of this Supplemental Declaration shall govern:

1. "Lot" shall mean and include any platted lot as shown on the plat of The Woods, Section Three, recorded in Volume 5, Page 53 of the Plat Records of Kerr County, Texas, as well as the other sections of The Woods.

VOL. 294 PAGE 612

2. In no event shall any residence be erected on any of the Lots within the Additional Property having a living area of less than one thousand six hundred (1,600) square feet, exclusive of porches, garages or other appendages.
3. No building, or other structure within the Additional Property shall be erected on any Lot nearer than forty (40) feet from any street, or twenty (20) feet from any side property line, nor closer than twenty (20) feet from any rear property line; provided, however, said twenty (20) foot side property line set back requirement may be reduced to ten (10) feet if said building or structure is too large to conform to the twenty (20) foot side property line set back requirement, and said side set back requirement may be reduced to ten (10) feet, with the prior approval of the Architectural Control Committee, in the event the topography of and size of the Lot would dictate, and construction thereon would be facilitated by, such change in set back line requirements.
4. No animals other than domestic pets shall be permitted on any of said Lots within the Additional Property, and horses may not be kept on any Lot within the Additional Property.

IN WITNESS WHEREOF, Declarants have caused this Supplemental Declaration to be executed in its name and on its behalf on this 13 day of APRIL, 1984.

DECLARANTS:

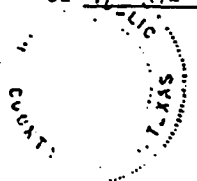
John Miller, Jr.  
JOHN MILLER, JR.

THE STATE OF TEXAS §

THE COUNTY OF KERR §

This instrument was acknowledged before me on this 13 day of APRIL, 1984, by JOHN MILLER, JR.

Mary K. Kell  
Notary Public, State of Texas  
My Commission Expires: 5/31/84  
MARY KELL  
(Notary's Printed Name)



FILED FOR RECORD

at 10:30 o'clock A.M.

APR 13 1984

PATRICIA DYE

Clerk County Court, Kerr County, Texas  
By LEWIS H. HODGSON Deputy

3034P

VOL 294 PAGE 613

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS

OF  
THE WOODS, SECTION THREE

*To  
The Public*

Filed 13 Day of April 1984  
PATRICIA DYE 1030 AM  
Clerk County Court, Kerr County, Texas  
By *K. Miller* Deputy

Please return to: DLJ/j  
Wallace, Jackson & Ables  
829 Jefferson  
Kerrville, Texas 78028

Filed By  
*JOHN MILLER, JR.*  
*P.O. Box 927*  
*KERRVILLE, TX 78028*  
WALLACE, JACKSON & ABLES  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
829 JEFFERSON STREET  
KERRVILLE, TEXAS 78028

Filed for record April  
Recorded April 19, 1984  
PATRICIA DYE, Clerk

13, 1984 at 10:30 o'clock A M  
By *Mary C. Hansen* 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

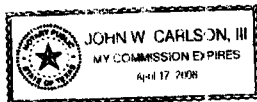
EXECUTED this 21<sup>st</sup> day of December, 2005

THE WOODS HOMEOWNER'S ASSOCIATION

By: Tom W. McGlathery  
Tom McGlathery, President

STATE OF TEXAS           §  
  §  
COUNTY OF KERR       §

This instrument was acknowledged before me this 21<sup>st</sup> day of December, 2005, by Tom McGlathery, 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 McGlathery  
204 Oakwood Road  
Kerrville, Texas 78028

**FILED FOR RECORD**  
at 1:55 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 Refused to sign in either way

FOR		AGAINST	
NAME	LOT#	NAME	LOT#
1. Cecil & Dorothy Wellborn	7	<del>William &amp; Bonnie Miller</del>	<del>32</del>
2. William & Bonnie Miller	5		
3. Nickie Parson & Jerry	39		
4. <del>William &amp; Bonnie Miller</del>	<del>5</del>		0
5. <del>William &amp; Bonnie Miller</del>	<del>5</del>		
Not at home 6-15-05 (11 AM)			

## THE WOODS HOMEOWNER'S ASSOCIATION

FOR

AGAINST

NAME

LOT #

NAME

LOT #

6. David & Elizabeth Pomejanka 16  
 7. Ben & Cheryl Ratz 17  
 8. Harold E. Thullen 37  
 9. Jimmy Tunney 4  
 10. D. Henry Ruckten 36  
 11. James W. Cules 38  
 12. Debra L. Magee 9  
 13. Garney E. Stone 15  
 14. Maurice & Mabel Appleby 10  
 15. Maurice & Mabel Appleby 11  
 16. Paul & Brenda Richardson 12  
 17. Thomas T. Teustee 14  
 18. Thomas T. Teustee 81  
 19. Anna N. Jut 13  
 20. Eugene Chappell 8  
 21. Margaret & John Wiese 35  
 22. Beryl & Edna Edwards 18  
 23. Mrs. M. C. Stahly 32  
 24. Charles & Phyllis Sherman 24  
 25. Norman D. Wiese (by M) 21  
 26. Robert Zimmerman 33  
 27. E. J. McKee 22  
 28. Rebecca M. King 22  
 29. Andrew & Mary Ray 29  
 30. Louis & Betty Kelly 26  
 31. J. J. Kelly 27  
 32. ~~Robert Zimmerman~~ 22  
 33. Ken & Cora Mohr Ke (W) 19  
 34. John & Mary Campbell 39  
 35. Fred & Sharon Vinson 29  
 36. Ron & Linda Schuyler 77  
 37. Don & Jacky Simpson 75  
 38. Louis & Betty Kelly 76  
 39. ~~John & Mary Campbell~~ 42  
 40. Emma Christman 41  
 41. ~~John & Mary Campbell~~ 73  
 42. Kathryn Reese 44  
 43. Sherry Cray 45  
 44. Willie Woodward 77  
 45. Richard Scott 43  
 46. James McCallum 74  
 47. Karen Kilgore 79  
 48. Karen Kilgore 80  
 49. Karen Kilgore 81  
 50. Karen Kilgore 82  
 51. Karen Kilgore 83  
 52. Carol & Betty Olson 49  
 53. ~~John & Mary Campbell~~ 51  
 54. ~~John & Mary Campbell~~ 25  
 55. Michael Newman 50  
 56. Tom Brown 66  
 57. Andrew P. Brown 67

## 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.

FOR

AGAINST

NAME

LOT#

NAME

LOT#

58	Ed & Shelly Maser	64		
59	W. P. Gayman	52		
60	Mark Lopez	53		
61	Paul K. Baker	62		
62	John Barber	54		
63	John Hagg	62		
64	James Moore	70		
65	William Adams	69		
66	Bill	66		
67	Donald J. Frazier	lot #48		
68	Margaret Christman	747		
69	James Wood	46		
70	Bob & Carol Colman	57		
71	Ralph R. Hildebrandt	60		
72	Robert J. Foster	61	1st	
73	Betty R. Foster	61		
74	Patricia Jones	55	1st	
75	Mike Giffen	55		
76	Ray & Hyatt	59		
77	John F. Rempey	23		
78	H. R. King	2130	2nd	
79	Benjamin Hurrell	21		
80	Theresa Ernest	19		
81	Chas. Stewart	16		
82	Julia Thompson	14		
83	Edith Self	13		
84	Edith Self	12		
85	James C. Jones	11		
86	Sharon Holt	8		
87	Melanie Davis	7		
88	Cheryl Jones	6		
89	Ken Rogers	3	2nd	
90	John S. Jones	26		
91	Michael B. Bryan	5		
92	Maya Smith	25		
93	Bill Smith	17		
94	El. Stamp	9		
95	James H. Jones	10		
96	James H. Jones	10		
97	James H. Jones	10		
98	James H. Jones	10		
99	James H. Jones	10		
100	James H. Jones	10		
101	James H. Jones	10		
102	James H. Jones	10		

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.

Provisions herein which restrict the sale, rental or use of the described property because of color or race is voided 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

DEC 23 2005



*Janet Rippe*  
COUNTY CLERK, KERR COUNTY, TEXAS

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

DEC 23 2005



*Janet Rippe*  
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.