WOODS (THE) RESTRICTIONS

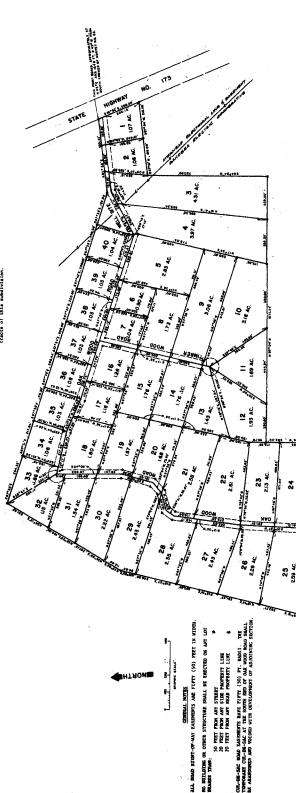
Volume 4, Page 137, Plat Records of Kerr County, Texas; Volume 213, Page 356, Deed Records of Kerr County, Texas; Volume 1491, Page 67, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN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

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TEMPORARY CUL-DE-SAC (See_General Motes)

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STATE OF TEXAS COUNTY OF KERR

DATED THIS 7TH DAY OF SEPTEMBER, 1978

I REMENS CRETTET THAT THIS SUBMIYISTON PLAT HAS BEEN FOUND TO COMPLY WITH THE EXPENDENCIAN REPORTABLES, TEACH, STIT THE RECOFFICION OF SUCH WALLINGES, IT AM, AS ARE METED IN THE PRINTESS OF THE PARKING COMPUSSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING: IN THE OFFICE OF THE COUNTY CLEEK.

DAY OF DATED THIS

THAT WE CARL D. MEZZ., TR., AND JOHN V. MILLER, NS., ARE UMPERS OF THE PROPERTY SEQUENTIAL PRESENCE THAT SA GARGES HERESTY VO. YES, VETA, AND COMPUTE TESTALLER OF THE WILL AND COMPUTE. ESTALLER THE MITHEM WILLY. SEXTECTION LINES, AND DEDICATE ALL MOON AND OTHER LAKES, AND PERVANNENT AND LANS, SHEDTED ASE AS WITTO BY THE WILLY.

O HTT RUN GATAG

STATE OF TEXAS COURTY OF KERR

KNOW ALL HEN BY THESE PRESENTS STATE OF TEXAS COUNTY OF EERE

APPINED, IN THE COOLISSIONERS COURT OF RERR COURTY, TEXAS, ON THE ... DAY OF N. G. RIDDLE, CHAIRMAN KRRAVILLE PLANNING COMMISSION

THE PART STATE OF THE THE PART OF THE PERT STATE OF THE PER MENDER ME, IN UDIVIDUO NUMBERT OF MENTER ANY PROSONALY AFFARED CARE, D. MEDE, JR., TR., DRAGED CARE, D. MEDE, JR., DRAGE, PRILZE, JR., DRAGED TO THE PRESCRIPTION DO THE PRESCRIPTION DO THE PRESCRIPTION OF WITTER. ANY ACCORDANCED TO THE THE WAY REVENUES SAYED THEREIN.

GIVEN UNDER AN HAND AND SEAL OF OFFICE THIS 7TH DAY OF SEPTEMBER, 1978.

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

JOHN W. MILLER, A. CARL D. MEEK, JR. B.

D. R. WOELKEL.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

THE WOODS

THE STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS:

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 opersuant 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 and 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.

- VUL 213 PAGE 359 (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 Hoard 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.

VOL. 213 PAGE 360 (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. <u>Mon-Commercial Use of Lots</u>. 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, improvements tottage and servants' quarters. No Lot, or the except that nothing herein shall be used for any commercial purpose, 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, housetrailer, 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.
- The Architectual 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 clevations 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 application for same. The decision of the Committee shall be enfoly variance from any provision or term hereof upon written 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

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 or assessments.
- 14. Drilling. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in horing for oil, natural gas, 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, acceptance of title to any lot, tract or parcel of land or acceptance of title to any lot, tract or parcel of land or 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. Pailure 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

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.

COUNTY OF KERR

VUL 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 subcribed 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.

HY RISEN UNDER MY HAND AND SEAL OF OFFICE on this the

day of September, A.D., 1978.

NOTARY PUBLIC in and for Kerr County, Texas

My Commission Expires:

8/16/80

SEP14-1978

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K County Court, Kerr Caurity, Treas

Charles Service Courty, Treas 4 20 o'clock O.M.

Keve Co. awat. Co., DMC.

Filed for record September 14, 1978 at 4:20 o'clock p.M.

Recorded September 19th, 1978

EMMIE M. MUENKER, Clerk

By Marian Scherer Deputy

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

THE STATE OF TEXAS	Ş	
	\$	KNOW ALL MEN BY THESE PRESENT
COUNTY OF KERR	8	

ITIAT 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 avidera ed by their signatures subscribed there o;

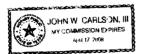
NOW. THEREFORE, it is hereby declared that Article VII, Paragraph 15 of the Restrictions is amended as ser forth in the attachment hereto, and that all other provisions of the Restrictions shall remain in full force and effect

EXECUTED this $2F^{\dagger}$ cay of December, 2005

THE WOODS HOMEOWNER'S ASSOCIATION

STATE OF TEXAS COUNTY OF KERR

This instrument was acknowledged before me this $2l^{\nu}$ day of December. 2005, by Tom McGlathery, President of The Woods Homeowner's Association.



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

FILED FOR RECORD DEC 2 2 2005

Prepared in the office of ✓ John W. Carlson, P.C Attorney at Lav-Kerrville, Texas 78028

JANNETT PIEPER

VOI 1491 PAGE 0068

It is the desire of the "WOODS HOMEOWNER'S ASSOCIATION" to change ARTICLE VII, USE RESTRICTIONS, ITEM 15, entitled <u>Covenants Running With the Land</u> 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 (+0) 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.

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Provisions haren which restrict the sale, serest or use of the described per only because of color or race is invalid and unenforceable under Federal La THE STATE OF TEXAS

I hereby certify that this instrument was Fix.ED in the File Number Sequence on the date and at the time stamped hereon by the and was duty RECONDED in the Official Public Records of Real Property of Key County Teres on

DEC 2 3 2005

COUNTY CLERK, KERR COUNTY, TEXAS

PRECORD PEA Trapele
VOL 1491 Pg 67
RECORDING DATE

DEC 23 2005

COUNTY CLERK, KERR COUNTY, TEXAS

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