

003700 VOLUME 4, PAGE 8

CERTIFICATE OF APPROPRIATION AND DEDICATION

THE STATE OF TENNESSEE

COUNTY OF KERR, Know all men by these presents that Dan H. Johnson and Margaret L. Johnson, Owners, being the owners of the hereby described tracts or tracts of land known as GREENWOOD FOREST No. 1, have hereby adopted the plan shown this in connection, as a subdivision of Kerr County, Tennessee, and dedicated to the public for public use therein the roads shown herein.

In witness whereof, we, Dan H. Johnson and Margaret L. Johnson, Owners, have affixed our hands at Knoxville, Tennessee, on this 25th day of July, A.D., 1980.

Dan H. Johnson Margaret L. Johnson

THE STATE OF TENNESSEE

COUNTY OF KERR, before me, the undersigned authority, a Notary Public in and for Kerr County, Tennessee, on this day personally appeared, Dan H. Johnson and Margaret L. Johnson, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this 25th day of July, A.D., 1980.

Notary Public, Kerr County, Tennessee

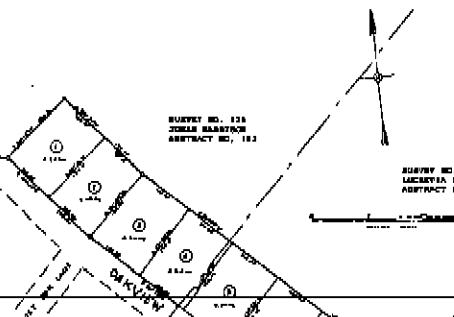
UTILITY AGREEMENT

It is understood and agreed that one of the property hereby conveyed that easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereon, whether installed in the city, upon the surface or underground, along and within the 100' feet of the side, front and side blocks of all lots and/or tracts and in the streets, alleys, boulevards, lanes and roads of the subdivision, and the 100' feet along the outer boundaries of all streets, boulevards, lanes, drives and roads, where necessary lines of individual lots and/or streets are depicted by the number lines of said easements. Easements shall be placed as permitted or shown within the adjacent blocks which may obstruct or interfere with installation and maintenance of utilities. The easement area or areas for all improvements which 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 right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut, trim, remove and other obstructions that may interfere, obstruct or otherwise with the installation of said utility installations. The easement holder retains reserved include the privilege of anchoring any support cables or other devices herein said easement when deemed necessary by the utility to support equipment within said easement, and the right to install wires and/or cables over same portions of said lots and/or streets not within said easement as long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

NOTE: This owner has been approximately 100' from the west side of the street, as shown on the plan.

I, Michael L. Sells, Registered Professional Engineer No. 40914, and Registered Public Surveyor No. 2181, hereby certify that this plan is an accurate representation of the property shown and described herein as delineated by me on the record survey made under my direction and supervision, and that all measurements are shown on this plan.

Michael L. Sells Registered Professional Engineer No. 40914 Registered Public Surveyor No. 2181



DESCRIPTION

Part of GREENWOOD FOREST No. 1, situated in Lots 15, 16, 17, 18, 19, and 20, Block 1, of said tract, Kerr County, Tennessee. A total of 1.1 acres of land out of the Loretta O'Connell Survey No. 127, Abstract No. 23, and 1.1 acres of land out of the James Harrison Survey No. 128, Abstract No. 181, in Kerr County, Tennessee.

Approved by the Commissioners Court of Kerr County, Tennessee, on the 25th day of July, A.D., 1980, by Order No. 4500, of said Court, filed for record on the 27th day of July, A.D., 1980, at 10:00 A.M. in Volume 4, at Page 8, of the Plat Records of Kerr County, Tennessee.

Sharon Richter County Clerk of Kerr County, Tennessee

CERTIFICATE OF AUTHENTICATION AND DEDICATION

UTILITY EASEMENTS

THE STATE OF TEXAS:

COUNTY OF KERR: Know all men by these presents that Dan H. Johnson and Margaret L. Johnson, Owners, being the owners of the herein described tract or tracts of land known as GREENWOOD FOREST NO. 4, does hereby adopt the plat wherein this is described, as a subdivision of Kerr County, Texas, and dedicates to the public for public use forever the roads shown hereon.

In witness whereof, We, Dan H. Johnson and Margaret L. Johnson, Owners, have affixed our hands at Kerrville, Texas, on this 7th day of July, A.D., 1980.

Dan H. Johnson

Margaret L. Johnson

THE STATE OF TEXAS:

COUNTY OF KERR: Before me, the undersigned authority, a Notary Public in and for Kerr County, Texas, on this day personally appeared, Dan H. Johnson and Margaret L. Johnson, Owners, known to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the 7th day of July, A.D., 1980.

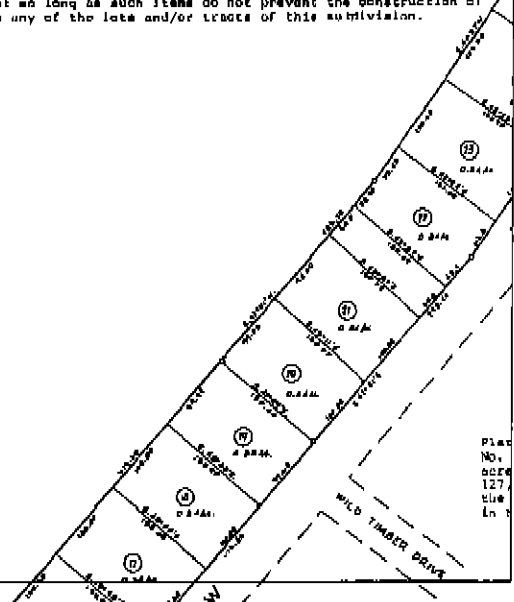
Notary Public, Kerr County, Texas
My Commission Expires...

I, Michael L. Hedges, Registered Professional Engineer No. 40914, and Registered Public Surveyor No. 2381, hereby certify that this plat is an accurate representation of the property shown and described hereon as determined by an on the ground survey made under my direction and supervision, and that all corners are as shown or stated on this plat.

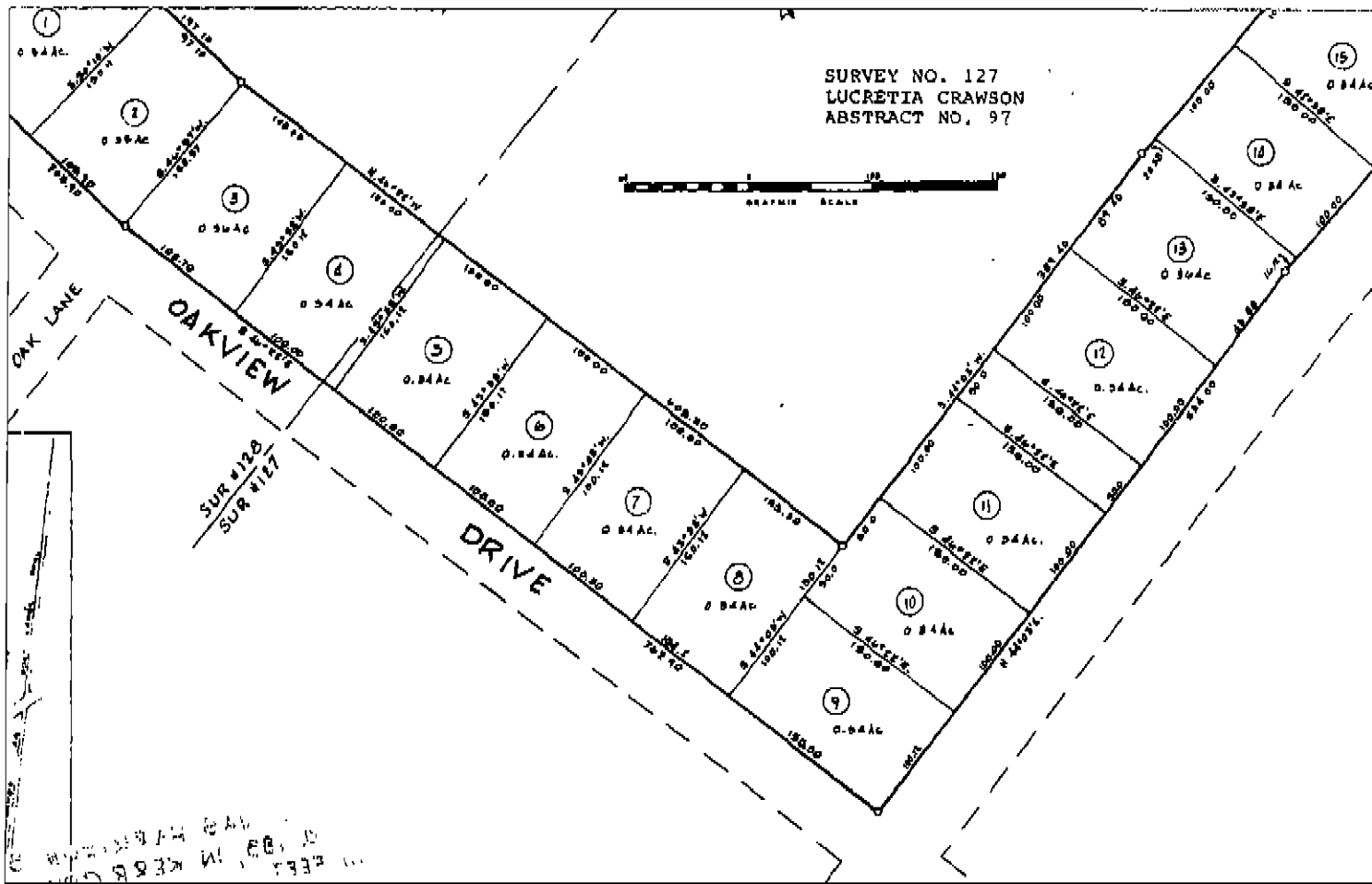
Michael L. Hedges
Registered Professional Engineer No. 40914
Registered Public Surveyor No. 2381

It is understood and agreed that out of the property hereby conveyed that perpetual easements are reserved 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 access, alleys, boulevards, lanes and roads of the subdivision, and ten (10') feet along the outer boundaries of all streets, boulevards, lanes, drives and roads, whose property lines of individual lots and/or tracts are located 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.

This corner bears approximately 4253 feet, R. 30° 31' E., ...



Plat No. 127, ...



SKY

Approved by the Commissioners Court of Kerr County, Texas on the 14<sup>th</sup> day of July, A.D., 1980, by Order No. 14080 of said Court. Filed for record on the 15<sup>th</sup> day of July, A.D., 1980, at 4:25 o'clock P. M. in Volume 4 at Page 226, of the Plat Records of Kerr County, Texas.

*Emmie M. Muenker*  
Emmie M. Muenker  
County Clerk of Kerr County, Texas

## GREENWOOD FOREST NO. 4

A SUBDIVISION COMPRISING 10.5 ACRES OF LAND  
MORE OR LESS, BEING 9.1 ACRES OUT OF LUCRETIA  
CRAWSON SURVEY NO. 127, ABSTRACT NO. 97, AND  
1.4 ACRES OUT OF JONAS HARRISON SURVEY NO. 128  
ABSTRACT NO. 183, IN KERR COUNTY, TEXAS  
SCALE 1" = 100 FEET                      JULY 7, 1980

804537

RESTRICTIONS  
GREENWOOD FOREST NO. 4 VOL. 218 PAGE 620

THE STATE OF TEXAS }  
COUNTY OF XERR } KNOW ALL MEN BY THESE PRESENTS:

That we, DAW R. JOHNSON and wife, MARGARET L. JOHNSON, hereinafter called GRANTORS, being the owners of all of the following described lands located and lying and being situated in Kerr County, Texas, to-wit:

All of lots 1 thru 29, inclusive of Greenwood Forest No. 4, according to the plat and plan thereof duly recorded in Volume 4, Page 226, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential lots in said Greenwood Forest No. 4, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in Greenwood Forest No. 4, and each contract or deed which may be hereafter executed with regard to any of the residential lots in said Greenwood Forest No. 4, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the street and road to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in and to GRANTORS the following rights, titles, and easements, which reservations shall be considered a

VOL. 218 PAGE 621

part of the land and construed as being adopted in each and every contract, deed and other conveyance executed or to be executed by or on behalf of GRANTORS in the conveyance of said property or any part thereof.

1.

The street and road as shown on said map or plat are hereby dedicated to the use of the public.

2.

No lot shall be used for anything other than family residential purposes.

3.

No poultry or livestock shall be kept upon such premises.

4.

No dwelling shall be constructed which contains less than 1500 (fifteen hundred) square feet, exclusive of porches and garages, that such dwelling shall have at least 1-1/2 (one and one-half) bath and double carport.

5.

Dwelling shall be constructed no nearer than 45 (forty-five) feet from the street upon which said lot fronts, and that no out building shall be constructed nearer than 75 (seventy-five) feet from such street, not less than 6 (six) feet from side property lines, and no more than 1 (one) residence shall be built on any one lot without the written consent of GRANTORS being had thereto.

6.

Plan and building to be approved by GRANTORS in writing, construction of dwelling must be conventional (no prefabricated structure to be used) with exterior wall of 75 (seventy-five) percent masonry.

7.

No fence can be erected closer to the curb than the 35 (thirty-five) feet from front property lines; fences must be constructed of wood (cedar or redwood), chain link or masonry.

8. No house trailer or mobile home shall be parked, placed or left standing on any part of said premises or adjacent street; tent trailer, camper or any other type of portable shelter commonly pulled by passenger car or carried upon or pulled by pickup, parked on premises shall be no closer than 6 (six) feet of lot line or 75 (seventy-five) feet of front property line and must be neat in appearance and concealed.

9. Lot purchased without intent of construction must be kept clean and orderly, must not be used for storage or parking of any type of vehicle or equipment.

10. The construction of any dwelling upon the heretofore described property is to conform with the building code for the City of Kerrville, Texas.

11. No burning of trash, garbage, wood, leaves, paper or any other substance shall be committed on any lot within the subdivision.

12. Household pets shall be limited to not more than three (3) and all dogs shall be on leash or confined within a yard fence adequate to confine the animal within its owner's lot or lots.

13. No commercial vehicle, including, but not limited to, cars, trucks, tractor-trailer or other similar vehicles shall be parked in any area of the subdivision and no vehicle shall be permanently parked in the dedicated streets.

14. No drilling for oil and/or gas or mining operations of any kind shall be commenced upon any part of Greenwood Forest No. 4 other than to obtain drinking water (and then only with GRANTORS' consent thereto first having been obtained).

These covenants and restrictions shall run with the land, and shall be binding upon GRANTORS, their successors and assigns, and all persons or parties claiming under them, for a period of twenty-five (25) years from the date hereof, at which time they shall be automatically extended for a successive period of ten years each, unless prior to the expiration of such ten year period the then owners of a majority of lots in Greenwood Forest No. 4 shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

If the GRANTORS herein, or any of their successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear.

In the event any one, or more of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become or be held invalid, by reason of abandonment, waiver or judicial decision, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

EXECUTED this the 19th day of August, 1980.

THAT BY DEED OF AUG. 19 1980  
 GRANTORS: M. B. JOHNSON, JR.  
 BY: [Signature] Deputy

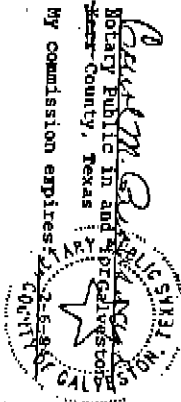
[Signature]  
 M. B. JOHNSON, JR.  
 M. B. JOHNSON, JR.

THE STATE OF TEXAS VOL 238 PAGE 624

COUNTY OF HERR

County of Galveston  
Before me, the undersigned authority, on this day personally  
appeared DAN E. JOHNSON and MARGHERIT L. JOHNSON, known to me to  
be the persons whose names are subscribed to the foregoing  
instrument, and acknowledged to me that they executed the same  
for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day  
of August, 1980.



Patricia E. Broussard  
Notary Public in and for Galveston  
County, Texas  
My commission expires 2-2-84  
Patricia E. Broussard  
Stamped or printed name of notary

#804537

Howard Forest No. 4

DAN E. JOHNSON, SR. - JK

TO

THE PUBLIC

RESTRICTIONS GREENWOOD  
FOREST NO. 4

Notary of Aug. 19 1980  
DAN E. JOHNSON, SR. - JK  
County of Galveston, Texas  
By *Dan E. Johnson, Sr.* Deputy

Return to:

HARRIS, HARRIS CHILDERS  
& MONROE  
A PROFESSIONAL CORPORATION  
LAWFIRM BUILDING  
301 WATER STREET  
KERRVILLE TEXAS 78026

VOL 238 PAGE 625

Filed for record  
Recorded August 26, 1980  
EMILIE M. RUENNER, Clerk  
1980 at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

By \_\_\_\_\_ Deputy