

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, 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.

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. MEER, 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 S
COUNTY OF KERR 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.



APPEARED UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of September, A.D., 1978.

Elli Turner
NOTARY PUBLIC in and for
Kerr County, Texas

My Commission Expires:

8/16/80.

Restrictions

She Uceda

no

She Purdie

FILED FOR RECORD

at 2:30 o'clock P.M.

SEP 14 1978

EMMIE M. MUNKER, Clerk
Kerr County Clerk, Kerr County, Texas
By Elli Turner Notary Deputy

Kerr Co. Dist. Co. Inc. ✓

Filed for record _____, 1978 at _____ o'clock __M.
Recorded September 19th, 1978
EMMIE M. MUNKER, Clerk By _____ 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, by the undersigned Declarant

WITNESSETH:

A. Declarants have heretofore executed and acknowledged certain Declaration of Covenants, Conditions and Restrictions (the "Declaration"), dated September 14, 1979, covering certain real estate and promissory 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 be covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as reaffirmed by this Supplemental Declaration, and (iv) declare that the Declaration as herein 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:

THOMAS H. DUNN, JR., A.D. 1942, and CARL D. MEER, 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. MEER, 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.



Notary Public In and for Kerr County, Texas My Commission Expires 3-18-84 (Type or Print Name of Notary)

Supplemental Declaration of Covenants, Conditions & Restrictions. Filed for Record OCT 6 1980. Clerk County Court, Kerr County, Texas. Return to: WALLACE AND JACKSON A PROFESSIONAL CORPORATION ATTORNEYS AT LAW 615 JEFFERSON KERRVILLE, TEXAS 76028

Filed for record Recorded October 1, 1980 at 10:00 o'clock AM. EMMIE W. MUMFORD, Clerk 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.

- 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.

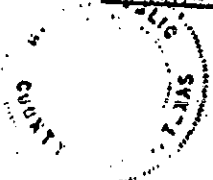
DECLARANTS:

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 Keller
Notary Public, State of Texas
My Commission Expires: 5/21/84
MARY KELLER
(Notary's Printed Name)



FILED FOR RECORD

at 10:20 o'clock A.M.

APR 13 1984

PATRICIA DYE

Clerk County Court, Kerr County, Texas
By Patricia Dye Deputy

3034P

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS

OF
THE WOODS, SECTION THREE

The Parties

FILED 13 Day of APRIL 1984
PATRICIA DYE 10:30 AM
Clerk County Court, Kerr County, Texas
By *[Signature]* 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
Recorded April 19, 1984
PATRICIA DYE, Clerk

_____, 1984 at _____ o'clock _____ M
By _____ 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 156, 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.

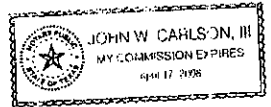
EXECUTED this 21st day of December, 2005

THE WOODS HOMEOWNER'S ASSOCIATION

By Tom McGlathery
Tom McGlathery, President

STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me this 21st 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

Prepared in the office of
✓ John W. Carlson, P.C.
Attorney at Law
260 Thompson Drive, Suite 100
Kerrville, Texas 78028

FILED FOR RECORD
at 12:55 o'clock P.M.
DEC 22 2005

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Chae Thompson Deputy

17

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.

See page 10 of map to sign in either way

FOR		AGAINST	
NAME	LOT#	NAME	LOT#
1. Cecil & Dorothy Wellborn	7	John & Mary	8
2. William & Bonnie Keller	5		
3. Thelma Parker & Jerry	39		
4. John & Mary	18	John	0
5. Vincent & Tomasa Duran	747		
Not as shown to 15-05-61 (L.R.M.)			

THE WOODS HOMEOWNER'S ASSOCIATION

11/15/15

FOR		AGAINST	
NAME	LOT #	NAME	LOT #
6. David & Elizabeth Pomazunka	16		
7. Dan & Allison Raley	17		
8. Robert & Kathleen [unclear]	17		
9. Jeremy Thomas	4		
10. D. Harry Ruckton	36		
11. James R. [unclear]	38		
12. Dr. Andrew L. Magee	9		
13. Stanley E. Stone	15		
14. Maurice & Mabel [unclear]	10		
15. Maurice & Mabel [unclear]	11		
16. Steve & Brenda Richardson	12		
17. James & [unclear]	14		
18. Thomas [unclear]	21		
19. Donna B. [unclear]	13		
20. Eugene [unclear]	8		
21. Margaret & John Wiese	35		
22. Bob & Evelyn Edwards	18		
23. [unclear]	32		
24. Charles & Phyllis Sherman	24		
25. [unclear]	21		
26. Robert [unclear]	32		
27. Joyce M. [unclear]	22		
28. Rebecca M. [unclear]	22	lot	
29. Audrey [unclear]	29		
30. [unclear] & Betty Riley	26		
31. J.F. [unclear]	27		
32. [unclear]	26	MOVED	107
33. Kei & Corey Mohrke (W)	19		
34. [unclear] & Mark [unclear]	39		
35. Joel & Sherron [unclear]	29		
36. Ron & Linda Schuyman	77		
37. Wendy & Jack [unclear]	75		
38. [unclear]	76		
39. [unclear]	42		
40. [unclear]	41		
41. [unclear]	73		
42. Kathryn Keese	44		
43. [unclear]	45		
44. Willie [unclear]	77		
45. Richard [unclear]	43		
46. [unclear]	74		
47. Karen Kilgore	79		
48. Karen Kilgore	80		
49. Karen Kilgore	81		
50. Karen Kilgore	82		
51. Karen Kilgore	43		
52. Carol & Betty [unclear]	49		
53. [unclear]	51		
54. [unclear]	25		
55. Michael [unclear]	50		
56. [unclear]	66		
57. [unclear]	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.

THE WOODS HOMEOWNER'S ASSOCIATION

	FOR	AGAINST
	NAME	LOT#
	58. Ed & Shelly Maser	64
	59. W.P. Gannon	52
	60. Mark Lopez	53
	61. Paul R. Baker	63
	62. Carl Barber	54
	63. Alice Neas	62
	64. James L. Moore	70
	65. William Adams	69
	66. [unclear]	#68
	67. Donald J. Foy	lot #48
	68. Margaret [unclear]	247
	69. [unclear]	46
	70. Boys Carole Colenbaugh	57
	71. Ralph R. Humboldt	60
116	72. Robert J. Foster	61
	73. Betty J. Foster	61
118	74. [unclear]	55
117	75. Mike Giesler	55
112	76. Roy [unclear]	59
117	77. Roy & Hilda [unclear]	247
118	78. John F. Kemper	33
118	79. H. R. King	2430
118	80. [unclear]	27
81	81. Margaret Ernest	19
82	82. Chas. Stewart	16
83	83. Sylvia Messinger	14
84	84. [unclear]	13
85	85. [unclear]	12
86	86. James C. Jones	11
87	87. Sharon Holt	8
88	88. Melanie Davis	7
89	89. [unclear]	6
90	90. [unclear]	35
91	91. [unclear]	26
92	92. [unclear]	5
93	93. [unclear]	25
94	94. [unclear]	17
95	95. [unclear]	9
96	96. [unclear]	10
97	97. [unclear]	10
98	98. [unclear]	18
99	99. [unclear]	1+2
100	100. [unclear]	4
101	101. [unclear]	28
102	102. [unclear]	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, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS)
COUNTY OF KERR)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

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

DEC 23 2005

DEC 23 2005



Janet Bepler
COUNTY CLERK, KERR COUNTY, TEXAS



Janet Bepler
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.

STATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, CARL D. MEEK, JR. AND JOHN W. MILLER, JR., ARE OWNERS OF THE PROPERTY SHOWN AND PLATTED HEREON; THAT AS OWNERS WE HEREBY ADOPT THIS PLAN OF SUBDIVISION OF OUR OWN FREE WILL AND CONSENT, ESTABLISH THE NEIGHBORHOOD BUILDING RESTRICTION LINES, AND DESIGNATE ALL ROADS AND OTHER EASEMENTS FOR PERMANENT AND UNINTERRUPTED USE AS NOTED BY THE PUBLIC.

DATED THIS 17TH DAY OF JULY, 1979.

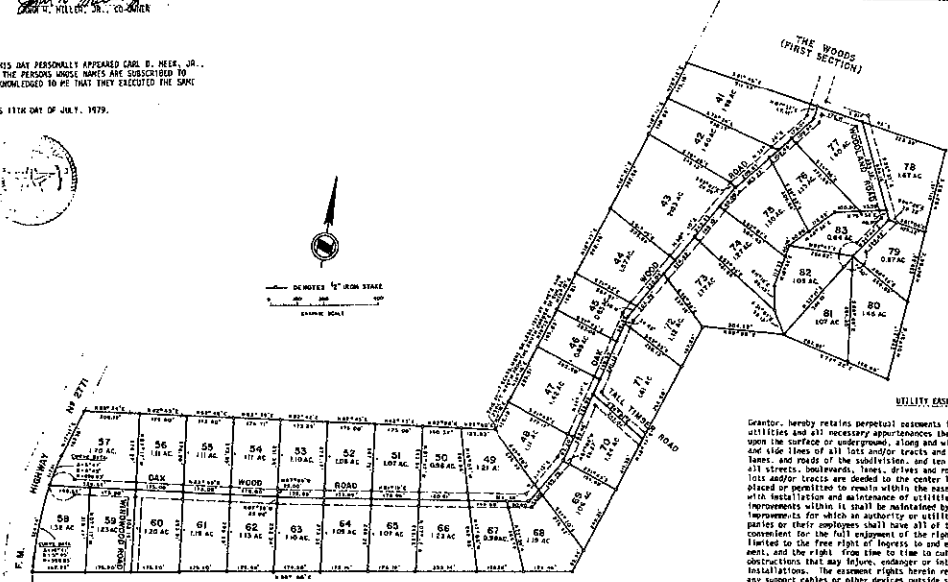
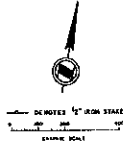
Carl D. Meek, Jr.
CARL D. MEEK, JR.
INDIVIDUALLY AND AS ATTORNEY-IN-FACT FOR
PATRICK W. HULTERS AND WIFE, SARAH OLIVERA
STATE OF TEXAS
COUNTY OF KERR

John W. Miller, Jr.
JOHN W. MILLER, JR., CO-OWNER

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17TH DAY OF JULY, 1979.

APR 1979
W. H. WILKINSON, NOTARIAL PUBLIC IN AND FOR KERR COUNTY, TEXAS
(Term expires 4-30-81)



UTILITY EASEMENTS

Grantor hereby retains perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereon, 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 deemed 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 retained 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
- 25 FEET FROM ANY SIDE PROPERTY LINE
- 25 FEET FROM ANY REAR PROPERTY LINE
- 25 FEET FROM ANY SIDE PROPERTY LINE
- 25 FEET FROM ANY REAR PROPERTY LINE
- 25 FEET FROM ANY SIDE PROPERTY LINE
- 25 FEET FROM ANY REAR PROPERTY LINE
- 25 FEET FROM ANY SIDE PROPERTY LINE
- 25 FEET FROM ANY REAR PROPERTY LINE

STATE OF TEXAS
COUNTY OF KERR

I HEREBY CERTIFY THAT THIS PLAN 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 PRESENT SURVEY LINES OR CORNERS, AND THAT ALL LOT CORNERS ARE MARKED WITH IRON PEGS.

DATED THIS 17TH DAY OF JULY, 1979.

APR 1979
D. R. VORRELL
REGISTERED PROFESSIONAL SURVEYOR NO. 6089
REGISTERED PUBLIC SURVEYOR NO. 443



APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS, ON THE 20TH DAY OF July, 1979, BY ORDER NO. 13723 OF SAID COURT.
DEED FOR RECORD ON THE 20TH DAY OF July, 1979, AT 10:00 O'CLOCK P. M., AND RECORDED ON THE 20TH DAY OF July, 1979 AT 10:00 O'CLOCK P. M. IN VOLUME 4 AT PAGE 176 OF THE DEED RECORDS OF KERR COUNTY, TEXAS.

James H. Mendenhall
JAMES H. MENDENHALL, CLERK
KERR COUNTY, TEXAS

THE WOODS SECTION TWO
A SUBDIVISION COMPRISING 99.23 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
KERRVILLE, TEXAS

D. R. VORRELL	Surveyor	6/17/79
W. H. WILKINSON	Notary Public	6/17/79
KERRVILLE, TEXAS		