

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.

WITNESSETH:

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 156, 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 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 heretofore 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. "Lots" 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
JOHN MILLER, SR.

THE STATE OF TEXAS
THE COUNTY OF KERR

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

John Miller
Notary Public, State of Texas
My Commission Expires: 2/21/84
John Miller
(Notary's Printed Name)

FILED FOR RECORD

APR 13 1984

PATRICIA DYE

Notary Public, Kerr County, Texas
My Commission Expires: 1/1/85

<p>20340</p>	<p>SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS</p>	<p>OF</p>	<p>THE WOODS, SECTION THREE</p> <p><i>30</i></p> <p><i>McRae</i></p>	<p>FILED BY <i>Sharon Richter</i> REC'D BY <i>Sharon Richter</i> 8/27/07 10:50 AM BY <i>Sharon Richter</i></p>	<p>Please return to: DJJ/J Wallace, Jackson & Able 829 Jefferson Knoxville, TN 37902</p>	<p><i>Filed by</i> <i>Sharon Richter, Jr.</i> <i>706.641.947</i> <i>Keeville, TN 37047</i> A PROFESSIONAL CORPORATION 4700 N. 70th Street Knoxville, TN 37919</p>
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Filed for record
 Recorded April 19, 1984
 PATRICIA MIE, CLERK

By _____, 1984 at _____ o'clock _____ M
 Deputy

786093

VOL 213 PAGE 156

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

THE WOODS

THE STATE OF TEXAS §
COUNTY OF KERR §

§ 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. Maet, Jr., John Miller, Jr., and Patrick W. Olfers and wife, Sarah Olfers, their heirs and assigns.

VOL 213 PAGE 157
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 in 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

VOL 213 PAGE 158
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 were acquisition of any lot will signify that this Declaration is accepted, ratified, and will be compiled 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
POWERS AND DUTIES OF THE ASSOCIATION

The Woods Subdivision Camera 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.

VOL 213 PAGE 159
(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 consent 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 Rates. 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
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 an 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 owner's 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 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.

VOL 213 PAGE 361

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 unpermitted 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 greater 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 specifications 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 exterior.

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 of 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 their written approval will not be required provided the applicant notifies the Committee in writing, certified mail, return receipt requested, that at the

THE 215 PAGE 362

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 action 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, streets or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the County 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 conclusively 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

THE 215 PAGE 363

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 regulatee 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 11th day of September, A.D., 1978.

Carl B. Heek
Carl B. HECK, JR., Individually
and as Attorney-in-Fact for
Patrick W. Olfers and wife, Sarah
Olfers, and as Attorney-in-Fact for
John Miller, etc.

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 _____ day of September, A.D., 1978.

Eric Jensen
NOTARY PUBLIC in and for
Kerr County, Texas

My Commission Expires:
8/16/80

Kerr Co. Land Co., Inc.

FILED FOR RECORD
SEP 14 1978
KERR COUNTY CLERK
Kerr County, Texas
BOWIE M. HUENKER, Clerk

Notarization
The Records
No
The Public

Filed for record _____, 1978 at _____ o'clock __M.
Recorded September 19th, 1978
BOWIE M. HUENKER, Clerk By _____ Deputy

#291

VOLUME 5 PAGE 53

NAME OF ROAD

None at this time.

None at this time.

None at this time.

NAME OF ROAD

None at this time.

None at this time.

None at this time.

NAME OF ROAD

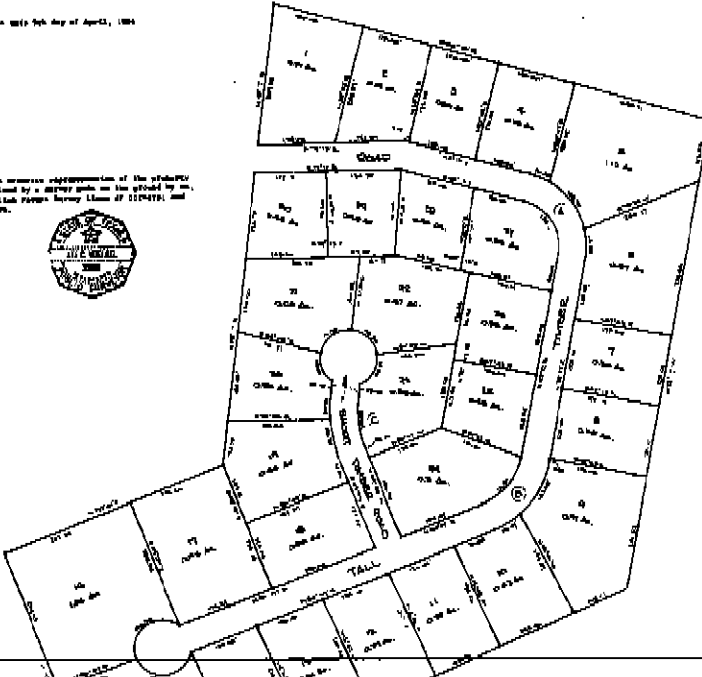
None at this time.

None at this time.

I hereby certify that this plan is an accurate representation of the plat...

None at this time.

None at this time.

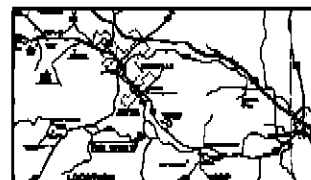


GENERAL NOTES

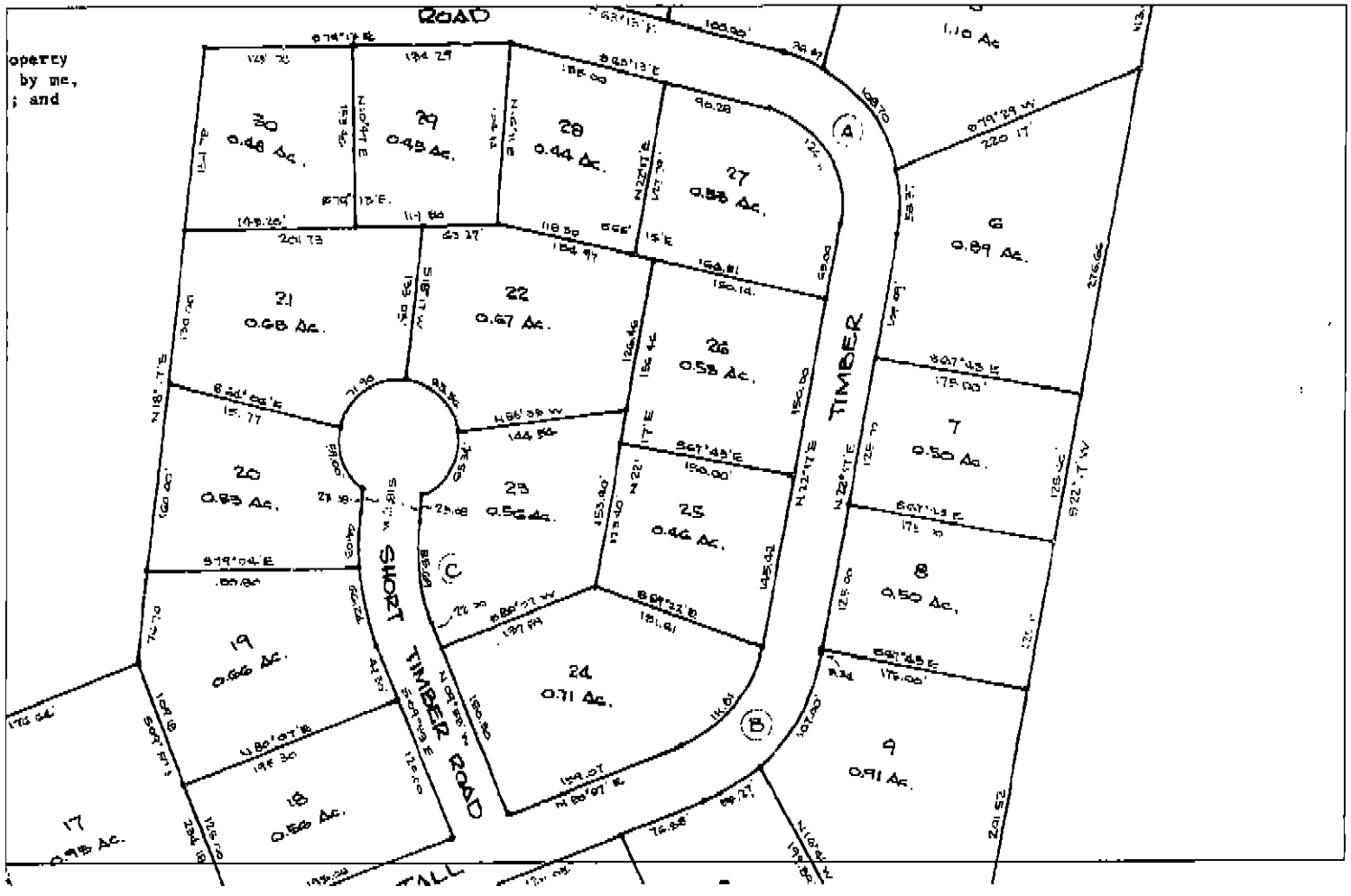
ALL ROAD EASEMENTS ARE 20 FEET (20) FEET IN WIDTH. NO EASEMENTS IN OTHER STRUCTURE SHALL BE DEEMED TO BE LESS THAN 20 FEET FROM ANY EASEMENT LINE.

UTILITY EASEMENTS

Owner hereby grants personal easements for the installation and maintenance of utilities and all necessary appurtenances...



THE WOODS SECTION THREE



STATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

That I, John W. Miller, Jr. as the owner of the property shown and plotted hereon; that as owner I hereby adopt this plan of subdivision of my own free will and consent, establish the minimum building restriction lines, and dedicate all roads and other easements for permanent and uninterrupted use as noted by the public.

Dated this 9th day of April, 1984

JOHN W. MILLER, JR., Owner

STATE OF TEXAS
COUNTY OF KERR

Before me, the undersigned authority, on this day personally appeared John W. Miller, Jr., known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for the purposes stated therein.

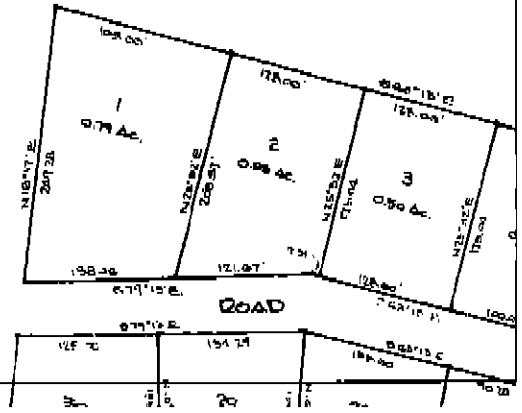
Given under my hand and seal of office this 9th day of April, 1984

D. E. VOHRSEL, NOTARY PUBLIC
STATE OF TEXAS
(Term expires 05-06-85)

I hereby certify that this plat is an accurate representation of the property shown and described hereon as determined by a survey made on the ground by me, except no survey was made to reestablish Patent Survey Lines or corners; and that all easements shown are as shown.



Scale indicated by 1" = 100' (approximate)

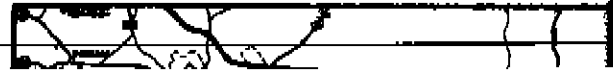
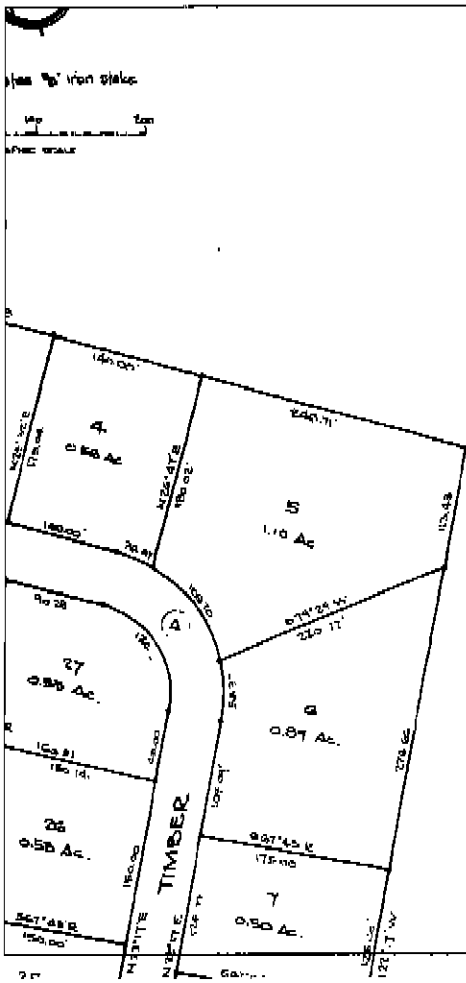


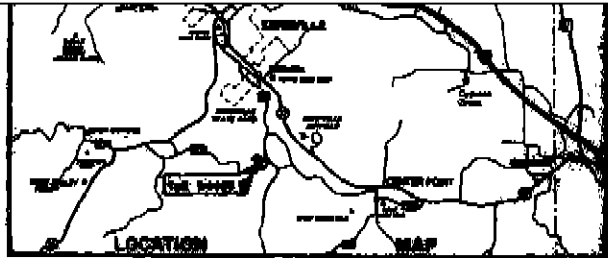
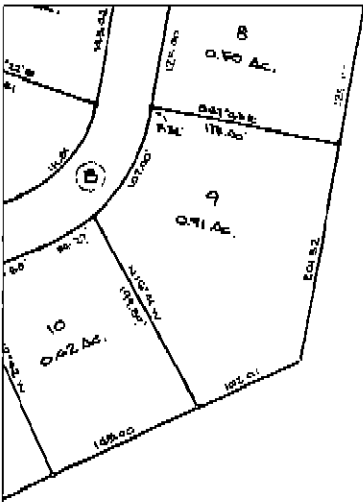
GENERAL NOTES

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) FEET RADIUS

UTILITY EASEMENTS

Owner 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 deduced 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 grass, 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.





THE WOODS SECTION THREE

A SUBDIVISION COMPRISING 22.89 ACRES OUT OF WM. T. CROOK SURVEY NO. 63, ABSTRACT NO. 116 IN KERR COUNTY, TEXAS

JOHN W. MILLER, JR.
OWNER-DEVELOPER
KERRVILLE, TEXAS

APRIL 1984

APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS on the 9th day of April, 1984 BY Order No. 15442.
FILED for record on the 10th day of April, 1984 at 2:23 O'Clock P. M.
RECORDED on the 10th day of April, 1984 at 2:24 O'Clock P. M. in Volume 5 at Page 53 of the Plat Records of Kerr County, Texas.

Patricia Dye
Patricia Dye, Kerr County Clerk

VOELKEL ENGINEERING & SURVEYING <small>BY GUY STREET, KERRVILLE, TEXAS 78601</small>	DATE <u>04/08/84</u>
	JOB NO. <u>V-0013</u>
	SHEET <u>3</u> OF <u>3</u>

CHANNEL EASEMENT

3/296

STATE OF TEXAS
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Herbert J. Jones and wife, Artie Missie Jones, of Nueces, County, Texas, in consideration of the sum of Ten & No/100 Dollars and other good and valuable consideration in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the State of Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following land(s) in Kerr County, Texas, owned by us, and being subject to:

lien(s) held by J. F. (Billy) Johnson & Doris Johnson, Kerrville, Texas,
easement(s) held by None,
lease(s) held by None,

and being particularly described as follows, to-wit:

0.046 Acres of land, more or less being out of an a part of that certain tract or parcel of land conveyed by Joe Clark, et ux, to Herbert J. Jones by deed dated March 11, 1960, and recorded in Volume 107, Page 13-14 of the Deed Records of Kerr County, Texas, said 0.046 Acres of land more or less being out of the Wm. T. Crook Survey No. 63, Abstract No. 116, and which 0.046 Acres of land more or less is described by metes and bounds as follows, to-wit:

BEGINNING, at a point in the proposed West Right-of-Way line of Farm to Market Highway No. 689 for Relocation and Widening, said point being S. 71° 11' W., 60.0 feet from Station 291 + 09.0 on the center line of said Highway Relocation, same point being S. 18° 49' E., 22.4 feet from a proposed Northeast corner of the Herbert J. Jones property; THENCE, S. 18° 49' E., parallel to and 60.0 feet from the center line of said Highway Relocation, a distance of 50.0 feet to a point, said point being 60.0 feet from and normal to Station 291 + 59.0 on the center line of said Highway Relocation; THENCE, S. 71° 11' W., a distance of 40.0 feet to a point; THENCE, N. 18° 49' W., a distance of 50.0 feet to a point; THENCE N. 71° 11' E., 40.0 feet to the place of beginning and containing 0.046 Acres of land, more or less.

For the purpose of opening, constructing and maintaining a permanent drainage channel in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to the said channel, or any part thereof.

It is specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, caliche or any other materials or minerals upon, in and under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And it is further agreed that Kerr County in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

TO HAVE AND TO HOLD unto the said State of Texas as aforesaid for the purposes aforesaid the premises above described.

Witness our hands, this the 26th day of January, A. D. 1962.

/s/ Herbert J. Jones
/t/ Herbert J. Jones

/s/ Artie Missie Jones
/s/ Artie Missie Jones

THE STATE OF TEXAS
COUNTY OF MUSCOGEE

Before me, David G. Cook, a notary public in and for said County and State, on this day personally appeared Herbert J. Jones, known to me (or proved to me on the oath of _____ a credible witness) 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.
Given under my hand and seal of office, this the 26th day of January 1962.

David G. Cook
Notary Public in and for Muscogee County, Texas.

SEAL

THE STATE OF TEXAS
COUNTY OF MUSCOGEE

Before me, David G. Cook, a notary public in and for said County and State, on this day personally appeared Artie Missie Jones, wife of Herbert J. Jones, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Artie Missie Jones, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.
Given under my hand and seal of office, this the 26th day of January 1962.

David G. Cook
Notary Public in and for Muscogee County, Texas.

SEAL

Parcel No. 24 (B)
County Kerr
Highway No. F. M. 689
Control 421 Sec. 5
Between Camp Meeting Creek and 4.1 Miles South

Filed for record January 30, 1962 at 11:50 o'clock A. M.
Recorded February 3, 1962 at 11:05 o'clock A. M. (ms)
Volume 3, page 296
EMMIE K. KUENLER, County Clerk

By *Mary Ann Smith* Deputy



THE STATE OF TEXAS

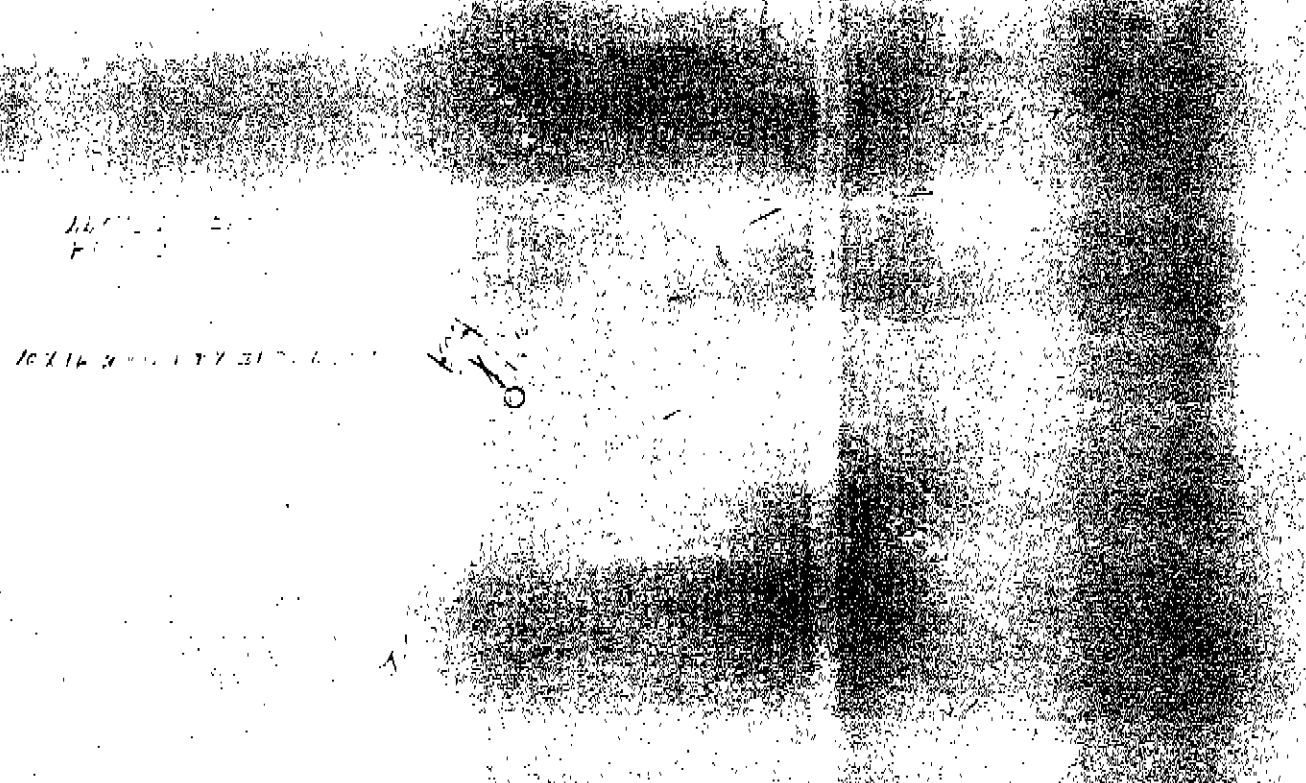
COUNTY OF KERR

3087

KNOW ALL MEN BY THESE PRESENTS

That the undersigned, Lloyd Lindeman

hereinafter called Grantor (whether one or more) for and in consideration of the sum of \$1.00 in hand paid by the KERRVILLE TELEPHONE COMPANY, of Kerrville, Texas, referred to herein as Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and does hereby grant, sell and convey unto the said Grantee, its successors and assigns, a right of way and easement for the purpose of erecting, constructing, maintaining, operating, replacing and removing telephone and telegraph lines, poles and under-ground telephone and telegraph cable or cables with the necessary fittings and appliances and appurtenances necessary and reasonable and proper, for transmitting telephonic communications, which right of way and easement shall be of a breadth of sixteen (16) feet upon, over, under and through the following lands of Grantor, lying and being situated in Kerr County, Texas, and described as follows:



VOL 6 PAGE 140

The Grantee, its successors and assigns are hereby expressly given granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right and privileges herein granted, to be owned and enjoyed either in common or severally.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from said right of way and easement.

TO HAVE AND TO HOLD said right of way and easement, unto said Grantee, its successors and assigns until such first telephone and telegraph line or lines or underground telephone or telegraph cable or cables be constructed, and for so long thereafter as a telephone and telegraph line or lines or telephone and telegraph cable or cables are maintained thereon; and the undersigned hereby binds himself, his heirs, executors and administrators to warrant and forever defend all and singular said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned Grantor, his heirs or assigns, reserves the right fully to use and enjoy said premises, except as the same may be necessary for the purposes herein granted, provided, however, that the grantee shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions or over-encroachments of way and easement that may injure, endanger or interfere with the use of said telephone or telegraph lines or fittings and appliances appurtenant to any of said lines.

The grantee, by the acceptance hereof, agrees to bury all telephone and telegraph cable or cables so that they will not interfere with the cultivation of the land and so as not to create a hazard to the use of the land, and also to pay for any damage to crops, fences and timber which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such telephone and telegraph cable or cables.

Wit. 7 Day of Oct. A. D. 1971 at
EMMIE M. MUENKER 2:20 P.M.
Clerk County Court, Kerr County, Texas
Linda Hockley, Deput.

IN TESTIMONY WHEREOF, witness the execution hereof on this the 12th day of Sept. 1971.

STATE OF TEXAS
County of KERR

BEFORE ME, the undersigned authority on this day

personally appeared Lloyd Lindeman

known to me

the person, and he acknowledged to me

that he executed the foregoing instrument for the purposes and

consideration therein expressed.

Given under my hand and seal of office on this 12th day of

Sept 1971

L. J. Quist
KERR

Lloyd Lindeman
Lloyd Lindeman Grantor

(Acknowledgements)