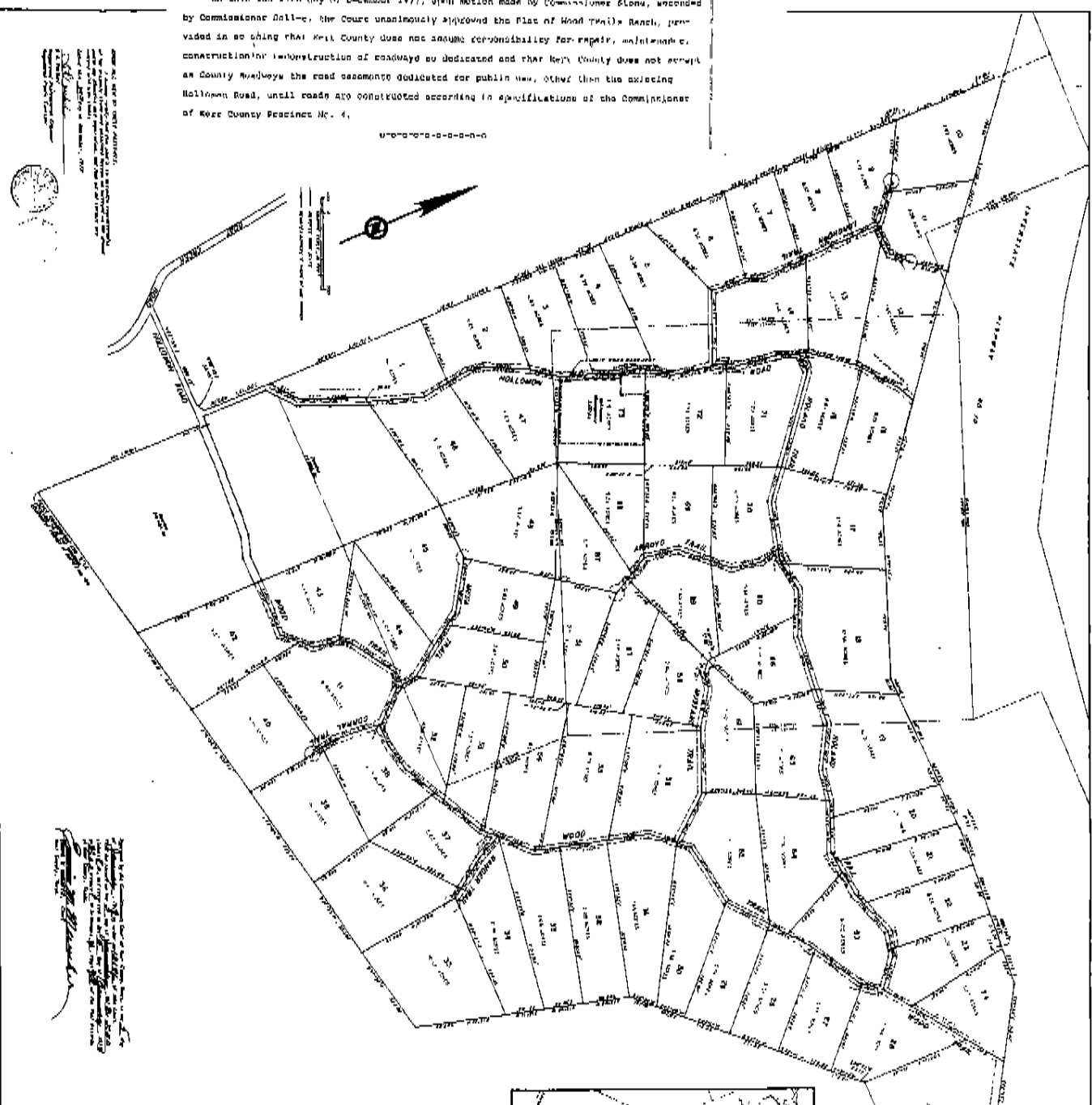


NO. 12196 APPROVAL OF FLAT OF WOOD TRAILS RANCH

On this the 28th day of December 1977, upon motion made by Commissioner Stone, seconded by Commissioner Haller, the Court unanimously approved the Flat of Wood Trails Ranch, provided in so doing that Kerr County does not assume responsibility for repair, maintenance, construction or reconstruction of roadways so dedicated and that Kerr County does not accept as County Roadways the road easements dedicated for public use, other than the existing Holloway Road, until roads are constructed according to specifications of the Commissioner of Kerr County Precinct No. 4.

Copy Volume 200

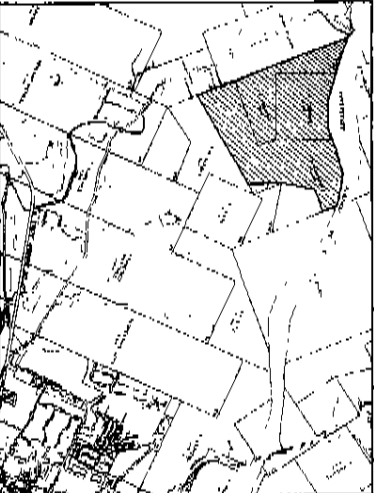


WOOD TRAILS RANCH
 A SUBDIVISION OF 506.12 ACRES OF
 LAND, COMPRISING ACREAGE, MORE
 OR LESS, OUT OF VARIOUS ORIGINAL
 PATENT SURVEYS AS FOLLOWS:

SURVEY NO.	SURVEY	ABSTRACT NO.	ACRES
1310	JOHN M. TEDFORD	812	15.00
1841	J.M. SAUNDERS	1208	214.59
1873	JAMES LOCKMANT	1038	139.45
2526	G.R. HOLLOWAY	1726	2.0

IN KERR COUNTY, TEXAS.
DECEMBER 1977

[Signatures and official stamps of the surveyors and commissioners]



THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of all that certain real property located in Kerr County, Texas, described as follows:

WOOD TRAILS RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof filed of record in Volume 4, page 98, Plat Records of Kerr County, Texas, to which reference is here made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, IT IS DECLARED that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property, or any part thereof, and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, to-wit:

1. All tracts shall be known and used for residential purposes,
2. No tract shall be used or maintained as a dumping ground for garbage or other trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and no noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the development.
3. No structure shall be located nearer than 30 feet to the front line or nearer than 6 feet to the side or back line of any tract.
4. All house plans shall be approved in writing by the Sellers prior to beginning date construction. Upon completion of development of the property plans to be approved are to be submitted to an architectural control committee to be selected by the property owners.

No residence of less than 800 square feet of living area, excluding porches, breeze ways and garage shall be erected and no used buildings or used houses shall be moved onto, placed or permitted to remain on this property. All buildings shall be neat in appearance. Wood exteriors shall be stained or painted.

5. No structure of temporary character, garage, barn, shack or other out building, automobile, bus, or tent shall be used at any time as a residence, either temporarily or permanently.

Mobile homes may be used as residence for a maximum of one year during construction of a permanent dwelling, provided they can be sited so they are not visible from a public road. Exterior construction must be finished within one year from starting date. Campers or motor homes during week-ends or vacation periods are permissible.

6. No outdoor toilet shall be erected, placed or permitted to remain on any tract. All individual sewage disposal systems shall be located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as specified by governmental units having jurisdiction in such matters.

7. No tract shall be used for commercial hunting, nor business purposes of any character nor have any commercial or manufacturing purpose.

8. No automobile, truck, trailer or other vehicles shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.

9. No disposal of any kind that would pollute any stream or body of water or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of this property shall be permitted.

10. The keeping of swine is expressly forbidden. Livestock (horses, cattle, sheep and goats) other than household pets shall be restricted to a total of one animal per acre.

George W. Roland
GEORGE W. ROLAND
John Wells
JOHN WELLS
Lantern Jones
LANTERN JONES

Jackie Don Gold
JACKIE DON GOLD
Nancy Lee Gold
NANCY LEE GOLD

THE STATE OF TEXAS §
COUNTY OF KERR §

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE W. ROLAND, 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, GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of January, 1978.

P. H. G. [Signature]
Notary Public, Kerr County, Texas.

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. WELLS and LANTERN JONES, known to me to be the persons to me that they executed the same for the purposes and consideration therein expressed, GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of January, 1978.

Stephanie M. Hall
STEPHANIE M. HALL
Notary Public, Kerr County, Texas.

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JACKIE DON GOLD and wife, NANCY LEE GOLD, 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 21st day of January, 1978.

Stephanie M. Hall
STEPHANIE M. HALL
Notary Public, Kerr County, Texas.

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. WELLS and LANTERN JONES, known to me to be the persons to me that they executed the same for the purposes and consideration therein expressed, GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of January, 1978.

Stephanie M. Hall
STEPHANIE M. HALL
Notary Public, Kerr County, Texas.

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared JACKIE DON GOLD and wife, NANCY LEE GOLD, 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 21st day of January, 1978.

Stephanie M. Hall
STEPHANIE M. HALL
Notary Public, Kerr County, Texas.

Filed for record
Recorded February 2nd, 1978
EMMIE H. MUENKER, Clerk

1978 at _____ o'clock P.M.
By _____ Deputy

11. An easement of 10 feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys and fixtures for electric and telephone lines and to trim any trees which may interfere with maintenance of such lines, with rights of ingress and egress across the property to employees of these utilities.

12. Each owner shall pay a road maintenance charge for the maintenance of the road within the subdivision, such road maintenance charge to be a prorata share of such cost on an acreage basis, not to exceed \$4.00 per acre per year on tracts of less than 30 acres and not to exceed \$2.00 per acre per year on tracts of 30 acres or more; provided, however, that such road maintenance charge shall not be less than \$10.00 or more than \$50.00 per tract per year and no road maintenance charges shall be due for those tracts running on state or county maintained roads. Each such road maintenance charge, if not paid within sixty (60) days of billing date, shall become a first lien against the tract for which such charge is assessed.

13. No deviations of any kind shall be allowed from these restrictions without permission in writing from Wood Trails Ranch, the developer of the above described property.

These restrictions are to run with the land and shall be binding on each and every owner, his or their heirs, assigns, successors, administrators and all persons claiming under such owner until January, 1997, at which time said restrictions shall be automatically extended for successive periods of ten years unless by a vote of the then owners of a majority of the tracts within the subdivision in the development, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either for restraint of violation or to recover damages from such violation. Invalidation of any one of these covenants by a judgment or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

03923

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DECLARATION OF RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS §
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, these revised restrictions and covenants refer to all that certain real property located in Kerr County, Texas, described as follows:

WOOD TRAILS RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof filed of record in Volume 4, Page 98, Plat Records of Kerr County, Texas, to which reference is hereby made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, IT IS DECLARED that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property, or any part thereof, and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, to-wit:

1. All tracts shall be known and used for residential purposes.
2. No tract shall be used or maintained as a dumping ground for garbage or other trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept in clean and sanitary condition. No noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the development.
3. No structure shall be located nearer than 30 feet to the front line or nearer than 10 feet to the side or back line of any tract.
4. All house plans shall be approved in writing by the Wood Trails Ranch Property Owners' Association board of directors prior to beginning construction. No residence of less than 1200 square feet of living area, excluding porches, breeze ways and garage shall be erected. No used buildings or used houses shall be moved onto this property. All buildings shall be neat in appearance. Wood exteriors shall be stained or painted.
5. No structure of temporary character, garage, barn, shack or other out building, automobile, bus, or tent shall be used at any time as a residence, either temporarily or permanently. Mobile homes may be used as residence for a maximum of one year during construction of a permanent dwelling with the approval of the board, provided they can be sited so they are not visible from a public road. Exterior construction must be finished within one year from starting date. Campers or motor homes are permitted as living accommodations for guests during weekends or vacation periods only.

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- 6. No outdoor toilet shall be erected, placed or permitted to remain on any tract. All individual sewage disposal systems shall be located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as specified by governmental units having jurisdiction in such matters.
- 7. No tract shall be used for commercial hunting or business purposes of any character nor have any commercial or manufacturing purpose.
- 8. No automobile, truck, trailer, or other vehicles shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
- 9. No disposal of any kind that would pollute any stream or body of water or which would be unsightly, offensive or otherwise adversely affect the natural beauty and value of this property shall be permitted.
- 10. The keeping of swine is expressly forbidden. Livestock (horses, cattle, sheep, and goats) other than household pets shall be restricted to a total of one animal per acre.
- 11. An easement of 10 feet in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys, and fixtures for electric and telephone lines and to trim any trees which may interfere with maintenance of such lines, with rights of ingress and egress across the property to employees of these utilities.
- 12. Any restriction on the sale, rental, or use of the herein described property because of color or race is invalid and unenforceable under Federal Law.
- 13. No deviations of any kind shall be allowed from these restrictions without permission in writing from Wood Trails Ranch Property Owners' Association, the governing body of the above described property. These restrictions are to run with the land and shall be binding on each and every owner, his or their heirs, assigns, successors, administrators, and all persons claiming such ownership until April 2013, at which time said restrictions shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then members of the Wood Trails Ranch Property Owners' Association, it is agreed to change these restrictions in whole or in part. Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either for restraint of violation or to recover damages from such violation. Invalidation of any one of these covenants by a judgment or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

EXECUTED this 24th day of April 2003.
 WOOD TRAILS RANCH PROPERTY OWNERS' ASSOCIATION

Patrice Doerries *Patrice Doerries*
 PATRICE DOERRIES, President

Kathy Fletcher *Kathy Fletcher*
 KATHY FLETCHER, Secretary

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared
 PATRICE DOERRIES, known to me to be the person whose name is subscribed to the

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foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of



BARBARA F. HISEY
Notary Public, State of Texas
My Commission Expires
November 02, 2008

Barbara F. Hisey
Notary Public, Kerr County, Texas.

STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared KATHY FLETCHER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of



BARBARA F. HISEY
Notary Public, State of Texas
My Commission Expires
November 02, 2008

Barbara F. Hisey
Notary Public, Kerr County, Texas.

Return to:
TRAILS RANCH PROPERTY OWNERS' ASSOCIATION
BOX 482
INGRAM, TEXAS 78025

Provisional funds which provide the sale, rental or use of the described property because of loss or loss in title and unavailability under Federal Law. THE STATE OF TEXAS, COUNTY OF KERR. I hereby certify that this instrument was FILED in the Public Records on the date and at the fee indicated herein by the date and time RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

APR 28 2003



Jannett Piepek
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1264 PR 1
RECORDING DATE

APR 28 2003



Jannett Piepek
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDERS NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND TO BE INADEQUATE FOR BEST PHOTOGRAPHIC REPRODUCTION DUE TO THE DEPTH & DARKNESS OF PRINT, COLOR OF PRINT OR INK, BACKGROUND OF PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

FILED FOR RECORD
at...11:01... o'clock A... M

APR 25 2003

JANNETT PIEPEK
Clerk County Court, Kerr County, Tex.