

**BYLAWS
OF
THE WOODS SUBDIVISION OWNERS ASSOCIATION**

The undersigned, being all of the Directors of The Woods Subdivision Owners Association, a Texas non-profit corporation (the "Corporation"), hereby adopt the Bylaws of the Corporation's predecessor, The Woods Homeowners Association, a Texas non-profit association, a copy of which are attached hereto and incorporated herein by reference, except for the following change:

1. Section 1.01 shall be amended in its entirety to read as follows:


Section 1.01. The name of the Association is The Woods Subdivision Owners Association. The registered office of the Association shall be 260 Thompson Drive, Suite 7, Kerrville, Texas 78028, and the registered agent of the Association shall be John W. Carlson. However, meetings of the members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

Except as amended above, the Corporation adopts the Bylaws attached hereto in its entirety as the Bylaws of the Corporation.

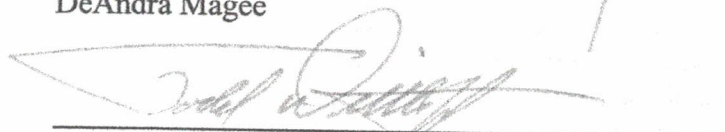
Approved by the Board of Directors on this 14 day of July, 2011.



Tom McGlathery



DeAndra Magee



Todd Ditloff



Trey Davis



David Pomerinke

BYLAWS
OF
THE WOODS HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

Section 1.01. The name of the Association is the Woods Homeowners Association. The registered principle offices and facilities of the Association shall be 718 Alpine Drive, Kerrville, Texas 78028, and the registered agent of the Association shall be Carl D. Meek, Jr., located in Kerr County, Texas, but meetings of members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

Section 1.02. The Association shall not change the location of the offices or facilities without the concurrence of the entire Board of Directors.

ARTICLE II
DEFINITIONS

The terms used in these Bylaws shall be as defined in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") by Carl D. Meek, Jr., John Miller, Jr., and Patrick Olfers, and wife, Sarah Olfers, ("Declarants") applicable or the property therein described recorded in Volume 213, Page 356, of the Deed Records of Kerr County, Texas, and as the same may be amended or supplemented from time to time as therein provided, declared and established, the terms and provisions of which Declaration are incorporated herein by this reference and made a part hereof for all purposes, unless a different meaning or intent clearly appears from the context hereof.

ARTICLE III
PURPOSES

The Association shall be non-profit and does not contemplate pecuniary gain or profit to its members, and the specific purposes for which it is formed are to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association set forth in, and upon and subject to the provisions of the Declaration, to provide for the maintenance, preservation and architectural control of the Property for the benefit of the members, to promote the health, safety and welfare of the members, and to preserve the beautification of the Property. No member, member of the Board or persons from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary benefit from the operation thereof and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board; provided, however, (i) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association, and (ii) that any member of the Board, may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE IV
MEMBERSHIP

Section 4.01. Every person or entity who is now or hereafter becomes an Owner shall automatically be a member of the Association, subject to the terms and provisions of the Declaration, including without limitation the obligation to pay assessments, as therein provided. Membership shall be appurtenant to and not be separated from ownership of any Lot.

Section 4.02. The Association shall have one class of voting membership as specified in the Declaration.

Section 4.03. The rights of membership are subject to the payment of assessments as set forth in the Declaration.

Section 4.04. The membership rights of any member whose interest in a Lot is subject to the assessments referred to hereinabove, whether or not he is personally obligated to pay such assessments, may be suspended by action of the Board of Directors during the period when such assessments remain unpaid, which suspension shall include and extend to the rights of every tenant of such member, each individual residing with such member or tenant on such member's Lot and each guest of either of them, but, upon payment of such assessments, such rights and privileges shall be automatically restored. If, at any time, the Board of Directors shall have adopted and published rules and regulations governing the use of the Common Area and facilities, and the personal conduct of members and every tenant of every member, and each individual who resides with either of them or who is a guest of either of them, respectively, they may, in their discretion, for violation of such rules and regulations, suspend such rights, such suspension to continue for a period not to exceed sixty (60) days. Notwithstanding any provision herein contained to the contrary, the Directors shall not deny use of such of the Common Area as is necessary for access to each Lot, including without limitation streets and sidewalks.

Section 4.05. The expenses of the Association for which assessments may be made may include, among other things: expenses of management; taxes and special assessments; insurance for the casualty and public liability; landscaping and care of grounds; fencing; repairs and renovation; wages; legal and accounting fees; maintenance; preservation and beautification of the land owned by the Association or under the supervision of the Association; enforcement of the restrictions, covenants and conditions imposed on the members by virtue of their ownership of a Lot; the construction, installation and maintenance of recreational facilities owned or controlled by the Association; creation of a reasonable contingency or other reserve or surplus fund; and other matters specified in the Declaration.

Section 4.06. The fiscal year of the Association shall be a calendar year. Assessments, as determined by the Board, shall be made on an annual basis, will be fixed at uniform rates and will be collected as the Board shall determine. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement, and shall be payable as the Board determines. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the amount of such annual assessment as the remaining number of months in that year bears to twelve: provided, however, that if the date of the commencement falls on other than the first day of the month, the assessment for such month

shall be prorated by the number of days remaining in the month. The due date or dates, if it is to be paid in installments, of any assessment shall be fixed in the respective resolution authorizing such assessment.

Section 4.07. (a) The Board of Directors shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Owner; provided, however, that notwithstanding anything to the contrary herein, the Board of Directors shall not fix an assessment of more than \$50.00 per lot per year cumulative without the approval of the majority of the Owners.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 4.08. Each member agrees to indemnify and hold each of the other members harmless from any and all claims of mechanic's liens filed against Common Area elements for labor, materials, services or other products incorporated within the members dwelling on such member's lot for which such member is obligated to pay in accordance with these Bylaws and the Declaration. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter, such member shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one (1) year together with the sum of One Hundred and No/100 (\$100,00) Dollars. Such sum or security shall be held by the Association pending final adjudication or settlement. Any deficiencies shall be paid forthwith by the subject member, and his failure to do so shall entitle the Association to make such payment, and the amount thereof shall be a debt of the member and a lien against such member's Lot which may be foreclosed as provided in the Declaration.

Section 4.09. (a) If any assessment or any part thereof is not paid within thirty (30) days after the date(s) specified in the notice to the Owner then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. Each Owner by his acceptance of a deed or conveyance of his Lot hereby grants a continuing lien on the Lot of each such Owner as security for such assessments which shall bind such Lot in the hands of the Owner, his heirs, legal representatives, successors and assigns, and each Owner by his acceptance of a deed or conveyance of his Lot hereby grants, sells and conveys such Lot to David L. Jackson, Trustee, and his successors in trust, to further secure such obligations, with the express power of sale and the right of the Association to sell such Lot at public sale in accordance with Article 3810, Texas Revised Civil Statutes. Further, the Declarant hereby retains a vendor's lien against each Lot as security for said assessments and said vendor's lien is hereby transferred and assigned to the Association without recourse. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force

and affect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of his Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the due date specified in the notice to the Owner, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its election and in addition to any and all other rights or remedies hereunder, at law or in equity, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in any action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 4.10. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot subject to assessment for purchase money or improvements; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, or transfer in lieu thereof of such property pursuant to the terms and conditions of any such deed of trust or mortgage. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 4.11. The following property to this declaration shall be exempted from the assessments, charge and lien created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All common Area as defined herein and in the Declaration.

No Owner shall, without the prior written consent of the Association (which consent need only be approved by the Board of Directors of the Association), sell, convey or in any way transfer any Lot, in whole or in part, unless and until such Owner shall obtain from the Board of Directors of the Association, and shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten (10) days prior to the date of such transfer or conveyance) in writing signed by an officer or agent of the Association setting forth that all assessments payable by such Owner have been paid to the date thereof, that such Owner is not delinquent in the payment of such assessments as of the date thereof, that such Owner is not in violation of any restrictions, covenants and conditions or rules and regulations of the Association and that such Owner is otherwise in good standing with the Association. Such certificate shall be furnished by the Board of Directors in accordance herewith. Any sale, transfer or conveyance by virtue of foreclosure, or in lieu thereof, with respect to first mortgages or deeds of trust constituting and creating a first and prior lien on a Lot are expressly excluded from the provisions and requirements hereof.

ARTICLE V
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT
OF THE COMMON AREA

Section 5.01. Each member and each tenant of each member who resides on a Lot and each individual who resides with either of them or who is the guest of either of them, respectively, shall be

entitled to the use and enjoyment of the Common Area and facilities in accordance with and subject to the terms and conditions set forth in the Declaration and subject to any applicable rules and regulations that may be adopted from time to time by the Board of Directors of the Association.

Section 5.02. Such member shall notify the Secretary of the Association in writing of the same of any person or tenant residing on such member's Lot or of the name of any guest of a member or person or tenant residing on such member's Lot. The rights and privileges of any such persons are subject to suspension hereunder to the same extent as those of the member.

ARTICLE VI DIRECTORS

Section 6.01. The management and control of the affairs, activities and property of the Association, including without limitation any powers and authority of the Board and Management Committee specified in the Declaration which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, by these Bylaws or by the Declaration prohibited. The power and authority of the Board of Directors shall include, but shall not be limited to, the power and authority:

(a) to establish, levy and assess, and collect the assessments referred to herein and in the Declaration;

(b) to adopt and publish or cause to be published rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members, the tenants of the members, the persons residing with either of them, and the guests of either of them respectively;

(c) to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) to employ managers, independent contractors, or such other employees of the Association as it may deem necessary, and to prescribe their duties;

(e) to suspend the voting rights and right to use of the Common Area of a member (including those of a tenant of such member, any persons residing with such member or tenant and any guest of such member or tenant) during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(f) to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, or the Declaration.

It shall be the duty of the Board of Directors:

(a) to cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4th) of the entire voting membership;

(b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided herein and in the Declaration:

(1) to fix the amount of the assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) to cause written notice of each assessment to be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) to collect the assessments assessed against each Lot; and

(4) to foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) to issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid;

(e) to procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) to cause the assessment proceeds to be expended for maintenance of the Common Area and related activities consistent with the purpose of the assessment under the terms of the Declaration;

(g) to cause all officers or employees of the Association having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) to perform or cause to be performed the duties of the Board in accordance with and subject to the terms and conditions set forth in the Declaration; and

(i) to cause the Common Area to be maintained.

Section 6.02. The number of directors which shall constitute the whole Board shall be five (5). The Board of Directors shall always consist of at least five (5) directors. Within such limit, the number of directors may be increased or decreased by amendment to these Bylaws. The Directors constitute the first Board of Directors shall be named by the Owners at the organizational meeting, shall be elected in the manner herein specified for the election of members, shall be elected by position (1-5) and shall be elected for staggered terms, i.e. the persons elected for the directorship for positions 1, 3 and 5 shall serve until 1981 and the persons elected for the directorship for positions 2 and 4 shall serve until 1982. Thereafter the Directors shall be elected in a manner hereinafter provided and for a term of two (2) years on the same staggered term basis. Each Director shall hold office until his or her successor is duly elected and qualified, and shall serve without compensation except for reimbursement for actual expenses. Each Director shall be a member and Owner.

Section 6.03. If any vacancies occur in the Board of Directors caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, or any new directorship is created by any increase in the authorized number of Directors, a majority of the Directors then in office, though less than a quorum, may choose a successor or successors, or fill the newly created directorship, and the Directors so chosen shall hold office for the unexpired term of their predecessor or, if there be no predecessor, until their successors shall be duly elected and qualified, unless sooner displaced.

Section 6.04. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 6.05. Directors shall be elected by the members qualified to vote, as determined by the Board of Directors, at the annual meeting of the members. The members holding one-fifth (1/5th) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy at the meeting at which a quorum is present, shall be the act of the members meeting. Cumulative voting is expressly prohibited.

Section 6.06. The first meeting of newly elected Board of Directors shall be held without further notice, immediately following the annual meeting of the members, and at the same place, unless by the consent of a majority of directors then elected and serving such time or place shall be changed.

Section 6.07. The Board of Directors of the Association may hold meetings, both regular and special, within the State of Texas.

Section 6.08. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 6.09. Special meetings of the Board of Directors may be called by the President on twenty-four (24) hours notice to each Director, delivered either personally, by mail or by telegram; special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of two Directors. Except as may be otherwise expressly provided by statute, or by these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

Section 6.10. At all meetings of the Board of Directors a majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of the majority of the Directors present shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Bylaws or the Declaration. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6.11. The Board of Directors shall keep regular minutes of its proceedings.

ARTICLE VII
MEMBERS

Section 7.01. The annual meeting of the members of the Association for the election of Directors commencing in the year 1981, shall be held on the first Thursday(second Friday) in May, changed by majority vote at 2000 annual meeting of each year at 7:00 P.M. at the offices of the Association or at such place as shall be specified by the Directors by notice to the members. Special meetings of the members may be called by the President, the Board of Directors or by members having not less than one-tenth (1/10th) of the votes of the members entitled to be cast at such meeting.

Section 7.02. Written notice of a special or the annual meeting of the members stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be sent to each member entitled to vote at such meeting not less than ten (10) nor more than fifty (50) days before the date of such meeting.

Section 7.03. One-fifth (1/5th) of the members qualified to vote and present in person or represented by proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as may be otherwise provided by law, the Declaration or these Bylaws. If, however, a quorum shall not be present or represented at any meeting of the members, the members present in person or represented by proxy shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is present at any meeting of the members, the vote of a majority of the members qualified to vote and present in person or represented by proxy shall decide any question properly brought before such meeting, unless a greater number is required by law, the Declaration, or of these Bylaws.

Section 7.04. Each member's voting rights are subject to suspension in accordance with the provisions of the Declaration and these Bylaws.

Section 7.05. A member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution.

Section 7.06. Any action required by any statute to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members required to vote affirmatively with respect to the subject matter thereof, and such consent shall have the same force and effect as the required affirmative vote of members.

ARTICLE VIII
NOTICES

Section 8.01. Whenever under the provisions of the statutes or of these Bylaws, notice is required to be given to any person, it shall not be construed to require personal notice, but such notice may be given in writing, by mail or telegram, addressed to such person at such address as appears on the books of the Association, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail properly addressed with postage thereon paid.

Section 8.02. Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 8.03. Attendance of any member or Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director or member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE IX

OFFICERS

Section 9.01. The officers of the Association shall be appointed by the directors and shall be a President, a Vice President, a Secretary and a Treasurer. Each officer of the Association shall be a member of the Association. The Board of Directors may also appoint additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Two or more offices may be held by the same person, except that the offices of President and Secretary shall not be held by the same person. The officers shall serve without compensation and shall be appointed at such time and in such manner and for such terms not exceeding one (1) year as determined by the Board of Directors from time to time.

Section 9.02. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 9.03. The officers of the Association shall hold office until their successors shall be appointed and shall qualify. Any officers appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

Section 9.04. The President shall preside at all meetings of the Board of Directors. He shall have the power to call special meetings of the Directors, make and sign deeds, mortgages, contracts and agreements in the name of and on behalf of the Association and he shall generally do and perform all acts incident to the office of president, all of which shall be subject to the direction and review of the Board of Directors. In addition to the powers and duties of this Section 8.04, the President shall perform such other duties as the Board of Directors shall prescribe.

Section 9.05. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as are delegated to him by the President and as the Board of Directors shall prescribe.

Section 9.06. The Secretary shall attend all meetings of the members of the Board of Directors and record all proceedings of the meetings of the Association in a book to be kept for that purpose. He shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. In general, he shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the President.

Section 9.07. The Assistant Secretary, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. He shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9.08. (a) The Treasurer shall be the financial officer of the Association; shall have charge and custody of and be responsible for all funds of the Association; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association; and shall deposit all such funds and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Directors. In general, the Treasurer shall perform all duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him by the Board of Directors, or by the President.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Association.

(c) If required by the Board of Directors, the Treasurer shall give the corporation a bond (which shall be renewed every six years) in such sum and with such securities as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration of the Association in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

Section 9.09. The Assistant Treasurer, shall unless otherwise determined by the Board of Directors, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. He shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe. The Assistant Treasurer shall, if required by the Board of Directors, give the Association such bond as provided in Section 9.08 for the Treasurer.

ARTICLE X
COMMITTEES

Section 10.01. The President or the Board may designate one or more other committees, each to have the name, membership, duties and responsibilities designated by the President or the Board. Such other committees shall consist of a chairman and other members, none of whom need be members of the Board except where otherwise directed at the time of the creation of any such committee.

Section 10.02 Each such committee shall keep regular minutes of their proceedings and all committees shall report to the Board of Directors when required. A majority of the members of any such committee shall constitute a quorum and questions shall be decided by a majority vote.

Section 10.03. Members of committees shall hold office until their successors are chosen and qualify. Vacancies in the membership of any committee for any reason, shall be filled by the party designating and appointing members to such committee as herein provided.

ARTICLE XI
ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee specified in and created under the Declaration shall have the power and authority provided in the Declaration and shall consist of three (3) members. The initial Architectural Control Committee shall be elected by the organizational meeting in the same manner herein provided for the election of Directors and they shall serve until the annual meeting of members in 1981. Thereafter the members shall elect the Architectural Control Committee in the same manner herein provided for the election of Directors and each member of the Architectural Control Committee shall hold such office until his or her successor is duly elected and qualified and shall serve without compensation except for reimbursement for actual expenses. Vacancies shall be filled in the same manner as specified for Directors herein. The act of a majority of the members of the Architectural Control Committee shall be the act of the Architectural Control Committee.

ARTICLE XII
GENERAL

Section 12.01. All checks or demand for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 12.02. The fiscal year of the Association shall be the calendar year.

Section 12.03. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Declaration shall be resolved in favor of the provision(s) set forth in the Declaration.

Section 12.04. The Association shall have the power to indemnify ant Director or Officer or former Director or Officer of the Association for expenses and costs 9including attorneys' fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, by reason of his being or having been such Director or Officer, except in relation to matters as

to which he shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought. If the Association has not fully indemnified him, the court in the proceeding in which any claim against such Director or Officer has been asserted, or any court having the requisite jurisdiction of any action instituted by such Director or Officer on his claim for indemnity, may assess indemnity against the Association, its receiver, or trustee, for the amount paid by such Director or Officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the Association), and any expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection therewith to the extent that the court shall deem reasonable and equitable provided nevertheless, that indemnity may be assessed under this section only if the court finds that the person indemnified was not guilty of negligence or misconduct in respect of the manner in which indemnity is sought.

ARTICLE XIII
AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended, or repealed by the members, by the affirmative vote of a majority of the members who are present and voting at a meeting at which a quorum is present; provided, that any such alteration, amendment or substitute bylaws shall be consistent in all respects with the Declaration and provided, that the power to alter, amend or repeal the Bylaws may be delegated by the members to the Board of Directors.

IN WITNESS WHEREOF, the undersigned the Chairman and Secretary of the organizational meeting of the Woods Subdivision Owners Association do certify that the same were approved by a majority vote of the Owners on November 20, 1980.

David L. Jackson, Secretary

Donald J. Frye, Chairman

**WOODS (THE)
RESTRICTIONS**

Volume 4, Page 137, Plat Records of Kerr County, Texas; Volume 213, Page 356, Deed Records of Kerr County, Texas; Volume 1491, Page 67, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

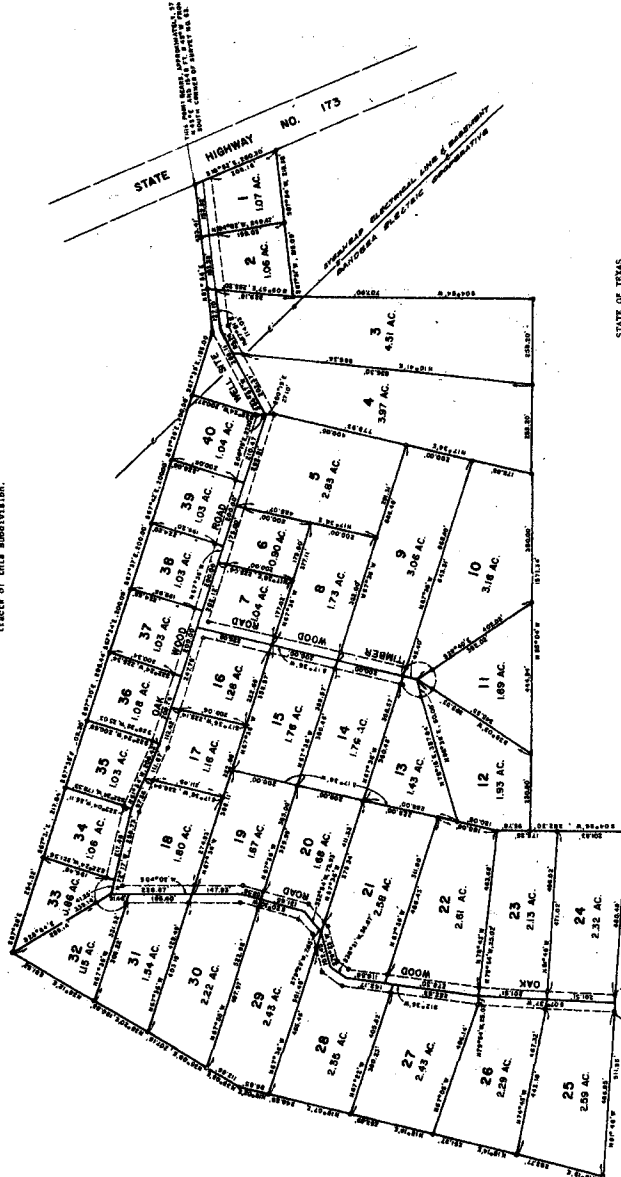
OTHER EXCEPTIONS

- Channel easement dated January 26, 1962 to the State of Texas, recorded in Volume 3, Page 296, Easement Records of Kerr County, Texas. (AS PER LOT 1 ONLY)
- Road and Utility Easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 137, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated September 14, 1978, recorded in Volume 213, Page 356, Deed Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 213, Page 356, Deed Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

786017

UTILITY EASEMENTS

Grantor, hereby retains perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereon, whether installed in the air, on the ground, or in any structure, and for the installation, maintenance, repair and replacement of all lines and in the streets, alleys, boulevards, and side lines of all lots and/or tracts and in the streets, alleys, boulevards, and roads of the subdivision, and ten (10) feet along the outer boundaries of all lots and/or tracts, for the installation, maintenance, repair and replacement of all lines and/or tracts are deemed to be the center line of said easements. No building, structure or other improvement shall be erected, placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements for which an authority of utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or incidental to the exercise of their duties and the installation, maintenance, repair and replacement of utilities, and the right to install wires and/or support cables and 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 support cables and 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 support cables and 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 support cables and other devices outside said easement when deemed necessary by the utility to support equipment within said easement, as such lines do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.



STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this 7th day of September, 1978, 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, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

My commission expires _____

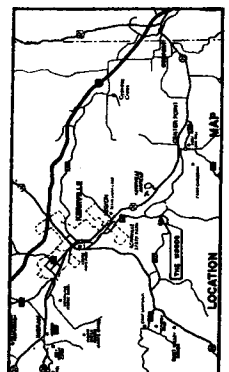
Dated this 7th day of September, 1978.

Notary Public
D. R. Weikel
Notary Public
Kerr County, Texas

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

CARL D. MEER, JR. & JOHN W. MILLER, JR.
OWNERS - DEVELOPERS

D. R. WEIKEL
Notary Public
Kerr County, Texas



GENERAL NOTES

ALL ROAD RIGHT-OF-WAY EASEMENTS ARE FIFTY (50) FEET IN WIDTH.

NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED ON ANY LOT

BLANKET TRAIL:

- 10 FEET FROM ANY STREET
- 20 FEET FROM ANY PROPERTY LINE
- 20 FEET FROM ANY REAR PROPERTY LINE
- 6 FEET FROM ANY SIDE PROPERTY LINE

CURB-&-GUTTER ROAD BARRIERS MAY BE FIFTY (50) FEET WIDE. THE TEMPORARY CURB-&-GUTTER AT THE SOUTH END OF OAK WOODS SHALL BE APPROVED AND YOUNG WITH DEVELOPMENT OF ADJOINING SECTION.

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KERRVILLE, TEXAS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MEMORANDUM OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

DATED THIS _____ DAY OF _____, 1978.

W. L. TERRELL, CHAIRMAN
KERRVILLE PLANNING COMMISSION

APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS, ON THE _____ DAY OF _____, 1978, BY ORDER NO. _____.

FILED FOR RECORD ON THE _____ DAY OF _____, 1978, AT _____ O'CLOCK _____ M., IN VOLUME 4, PAGE _____ OF THE PUBLIC RECORDS OF KERR COUNTY, TEXAS.

KERR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this 7th day of September, 1978, 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, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

My commission expires _____

Dated this 7th day of September, 1978.

Notary Public
D. R. Weikel
Notary Public
Kerr County, Texas

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this 7th day of September, 1978, 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, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

My commission expires _____

Dated this 7th day of September, 1978.

Notary Public
D. R. Weikel
Notary Public
Kerr County, Texas

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

VOL. 213 PAGE 358
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.

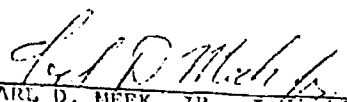
A copy of any change or amendment to these Restrictions shall be forwarded by prepaid mail to all owners by the Committee. Failure to furnish said copy shall not affect the validity of such change or amendment.

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.

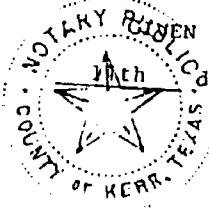
IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have herunto caused this instrument to be executed this 14th day of September, A.D., 1978.


CARL D. HECK, 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. 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 19th day of September, A.D., 1978.

Ella Turner
NOTARY PUBLIC in and for
Kerr County, Texas

My Commission Expires:
8/16/80

Partitions
Shelley
do
Shelley

FILED FOR RECORD
at 4:20 o'clock P.M.

SEP 14 1978
EMMIE M. MUENKER
Clerk County Court, Kerr County, Texas
By Marion Scherer Deputy

Kerr Co. Abst. Co., One

Filed for record September 14, 1978 at 4:20 o'clock P.M.
Recorded September 19th, 1978
EMMIE M. MUENKER, Clerk

By Marion Scherer 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 356, Deed Records of Kerr County, Texas (Section One); as supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions dated August 29, 1980, recorded in Volume 240, Page 375, Deed Records of Kerr County, Texas (Section Two); and as further supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions dated April 13, 1984, recorded in Volume 294, Page 611, Deed Records of Kerr County, Texas (Section Three), which shall be known, collectively, as the "Restrictions;"

WHEREAS, Article VII, Paragraph 15 of the Restrictions states that the restrictive covenants set forth in such Article may be amended at any time by the "record owners of legal title of fifty-one per cent (51%) of the Lots as shown by the Deed Records of Kerr County, Texas;" and

WHEREAS, the undersigned certifies that the requisite number of lot owners have agreed to adopt the attached amendment to Article VII, Paragraph 15, of the Restrictions, as 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.

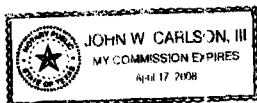
EXECUTED this 21st day of December, 2005

THE WOODS HOMEOWNER'S ASSOCIATION

By: Tom W. 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 7
Kerrville, Texas 78028

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

DEC 22 2005

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Ch. Thompson Deputy

17

111

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.

Signature Required to Sign in either way

FOR		AGAINST	
NAME	LOT#	NAME	LOT#
1. Cecil & Dorothy Wellborn	7	W. J.
2. William & Bonnie Miller	5		
3. M. L. ... & ...	39		
4.		0
5.
Not at home 6-15-05 (I.R.A.)			

THE WOODS HOMEOWNER'S ASSOCIATION

FOR

AGAINST

44-6-15

NAME	LOT #	NAME	LOT #
6. David & Elizabeth Pomazunka	16		
7. Russ & Virginia Dels	17		
8. Robert & Kathleen Dels	17		
9. James Turner	4		
10. D. Henry Ruston	36		
11. James W. Carles	38		
12. Dr. Andrew E. Magee	9		
13. Harvey E. Stone	15		
14. Maurice & Mabel Hauffe	10		
15. Maurice & Mabel Hauffe	11		
16. James & Brenda Bisherington	12		
17. Thomas Tait Trustee	14		
18. Thomas Tait Trustee	21		
19. Alvin W. Jett	13		
20. Eugene Chappell	2		
21. Margaret & John Whose	35		
22. Bapt. Edwin Edwards	18		
23. John W. Smith	32		
24. Charles & Phyllis Sherman	24		
25. Thomas D. Wasson by M&M	21		
26. Robert Zimmerman	32		
27. Esyca W. Skerrie	22		
28. Rebecca M. Kelley	22	NOT	
29. Andrew Taylor ARA	29		
30. David & Betty Kelley	26		
31. J. F. Foster	27		
32. Arthur H. Foster	26	MOVED 112	
33. Ken & Cora Mohrke (W)	19		
34. Walter & Mervyn Darnight	39		
35. Joel & Sherron Darnight	29		
36. Ron & Linda Schuyler	77		
37. Donal & Jackal Spranger	75		
38. Leysa & Christy Superior	76		
39. John & Judith	42		
40. Emma Christian	41		
41. Robert Ocho	73		
42. Kathryn Keese	44		
43. Sherron Crayer	45		
44. Willie Woodruff	77		
45. Richard Stone	43		
46. Janet Seligman	74		
47. Karen Kilgore	79		
48. Karen Kilgore	80		
49. Karen Kilgore	81		
50. Karen Kilgore	82		
51. Karen Kilgore	83		
52. Charles & Betty Plum	49		
53. Marjorie	51		
54. Sherron Blum	45		
55. Michael Messers	50		
56. Tom Blum	66		
57. Arthur P. Barone King	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.

	FOR	LOT#	AGAINST	LOT#
	NAME		NAME	

58	Ed & Shelly Moser	44		
59	W.R. Gammage	52		
60	Mark Lopez	53		
61	Paul K. Baker	63		
62	Carl Barber	54		
63	John Nepp	62		
64	James L. Moore	70		
65	William Adams	69		
66	BE	#68		
67	Debbie J. Frye	lot #48		
68	Margaret Robinson	247		
69	James Wood	46		
70	Boys Carol Colewright	57		
71	Ralph R. Hurlbut	60		
72	Robert J. Foster	61	HOA	
73	Betty J. Foster	61		
74	Patricia Niles	55	HOA	
75	Mike Pfeiffer	55		
76	Roy & Hilda	58		
77	John & Mary Fickel	24		
78	John F. Rempey	33		
79	H.R. King	21+30	2 units	
80	Marjorie Turrell	27		
81	Marlene Ernest	19		
82	Chas Stewart	16		
83	Lynda Myrman	14		
84	John Hill	13		
85	John Deat	12		
86	James C. Jones	11		
87	Sharon Hill	8		
88	Melanie Davis	7		
89	Ann Jones	6		
90	Ken Kelly	3 Sec 8		
91	John S. Jones	26		
92	Michael B. Brown	5		
93	Wayne Smith	25		
94	Paul Wick	17		
95	Ed Stimpert	9		
96	Barbara Taylor	10		
97	James Smith	20		
98	Anna Brown	18		
99	Samuel Brown	1+2	2 units	
100	Barbara Brown	4		
101	John Hill	28		
102	John Hill	6		

RECORDEE'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
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Provisions herein which restrict the sale, lease 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



Janet Piper
COUNTY CLERK, KERR COUNTY, TEXAS

DEC 23 2005



Janet Piper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
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PAPER ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

WOODS (THE) SECTION TWO RESTRICTIONS

Volume 4, Page 176, Plat Records of Kerr County, Texas; Volume 213, Page 356 and Volume 240, Page 375, Deed Records of Kerr County, Texas; Volume 1491, Page 67, Real Property Records of Kerr County, Texas; (add Volume 1566, Page 286, Official Public Records of Kerr County, Texas for Lots 79R and 81R only), BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easements and Building Set Back Lines as per the Plat recorded in Volume 4, Page 176, Plat Records of Kerr County, Texas and Volume 7, Page 369, Plat Records of Kerr County, Texas. (As per Lots 79R, 81R & 83R)
- Channel Easement dated July 30, 1963 to State of Texas, recorded in Volume 3, Page 394, Easement Records of Kerr County, Texas. (AS PER LOTS 57 & 58 ONLY)
- Annual assessments and/or current maintenance charges as set forth in instrument dated September 14, 1978, recorded in Volume 213, Page 356 and as supplemented by instrument dated August 29, 1980, recorded in Volume 240, Page 375, Deed Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 213, Page 356, Deed Records of Kerr County, Texas and Volume 1566, Page 286, Official Public Records of Kerr County, Texas. (AS PER LOTS 79R & 81R ONLY)
- Right-Of-Way Agreement dated August 16, 1979 to Bandera Electric Cooperative, Inc., recorded in Volume 11, Page 146, Easement Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easement over or across the subejct property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

BANDERA ELECTRIC COOPERATIVE, INC.
Bandera, Texas 78003

795063

RIGHT-OF-WAY AGREEMENT

VOL. 11 PAGE 146

STATE OF TEXAS D
COUNTY OF Kerr D

In consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, (hereinafter called Grantor, whether one or more) does hereby grant, bargain, sell and convey to BANDERA ELECTRIC COOPERATIVE, INC., A corporation duly incorporated under and by virtue of the laws of the State of Texas, its successors and assigns (hereinafter called Grantee), a right-of-way and easement to construct, maintain, operate, repair, alter, replace and remove an electric transmission or distribution line or system across, over, upon or under the lands of the Grantor in the County of Kerr, State of Texas, to-wit:

The Woods Section Two Subdivision,
according to the Plat and Plan of Utility Easements shown on the
Plat of said Subdivision, recorded in Volume 4 Page 176
of the Map and Plat Records of Kerr County, Texas.

There is included in this grant the right, from time to time, to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional electrical lines.

Grantee shall have the right, without liability of any sort, to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric lines or system and to cut down all dead, weak, leaning or dangerous trees that are tall enough to strike the lines in falling. In granting this easement, it is understood that poles, lines and appurtenances will be placed to form the least interference with land use, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described land and that the said land is free and clear of incumbrances and liens, SAVE AND EXCEPT the following:

A first lien in favor of The Bank of Kerrville

Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but not limited to the free right of ingress and egress to, from, upon, over and across subdivision land to and 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 electric lines. The Grantee shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any one of them shall be used by, or useful to, Grantee for the purposes herein granted, with ingress and egress to, from, upon, over and across subdivision land to and from the said right-of-way and easement for the purpose of construction, inspecting, repairing, maintaining, replacing and removing the property of Grantee herein described and the undersigned hereby bind themselves, their heirs, executors, successors, assigns and legal representatives, to WARRANT AND FOREVER DEFEND all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 16 day of August 1979.

Carl D. Meek Jr.

Carl D. Meek Jr.

STATE OF TEXAS
COUNTY OF Kerr

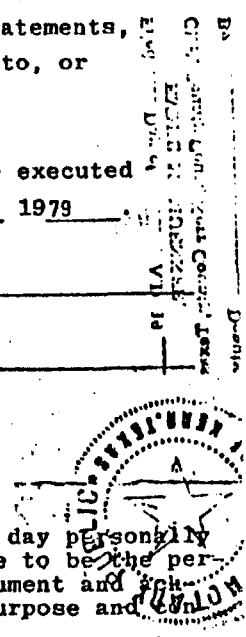
Before me, the undersigned authority, on this day personally appeared Carl D. Meek Jr. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 16th day of August 1979.

Filed 28 day of Aug, A.D. 1979 at
EMILIE M. MULLEN, 1:15 P.M.,
Clerk County Court, Kerr County, Texas
By Paul McEwen Deputy

Betty M. Jones
Notary Public in and for
Kerr, County, Texas.

-2- BETTY M. JONES



Ⓢ

#795063

VOL 11 PAGE 148

Right of Way Easement

Carl D. Meek, Jr.

to

Return to:

Bandera Electric Cooperative,
Inc.

BA
Clerk County Court, Kerr County, Texas
EMMIE M. MUENKER
JUD
JAN 4 1979
V.D. 20

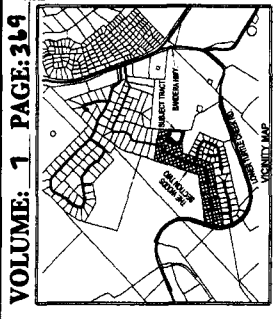
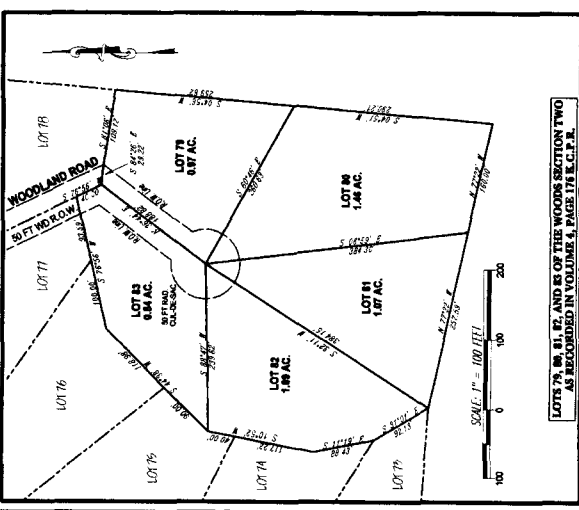
Filed ²⁸ Day of Aug, A.D. 1979
EMMIE M. MUENKER, 1115
Clerk County Court, Kerr County, Texas
By Carl M. Emerson Deputy



Filed for record August 28, 1979 at 1:15 o'clock P.M.
Recorded August 30, 1979
EMMIE M. MUENKER, Clerk

By Emmie M. Muenker Deputy

BEARING BASIS
TRUE NORTH DERIVED BY GPS OBSERVATIONS.



STATE OF TEXAS
COUNTY OF KERR
I, the undersigned, being duly qualified and sworn, do hereby certify that the above and foregoing plat was prepared by me or under my direct supervision and that I am a duly qualified and sworn surveyor in the State of Texas.

Owner: *Charles W. Kilgore III*
 County Clerk: *Judy Harkness*
 Date: *11th* day of *September*, 2006

APPROVAL OF THE COMMISSIONERS COURT:
 The Commissioners Court of Kerr County, Texas, on the *11th* day of *September*, 2006, has approved the above and foregoing plat and the same is hereby approved by the County Clerk.

APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS, ON THE *11th* DAY OF *SEPTEMBER*, 2006 A.D.
 By Order No. *29909*
 Filed for records on the *11th* day of *SEPT* 2006 at *11:54 AM* in Volume *7* of the Public Records of Kerr County, Texas.
 County Clerk: *County Clerk*
 County Seal: *Kerr County, Texas*

NOTES:
 1. Minimum finished floor elevations for all affected structures shall be equal to the elevation of the 100-year flood plain - one foot as shown herein.
 2. A Kerr County Development Permit is required prior to any development on any lot containing areas within the 100-year flood hazard zone.
 3. No individual water wells shall be permitted on any lot, or on any other location in the subdivision.
 4. Property owners may not utilize drainage easements for any purpose detrimental to their interests. No surface subsiding, but not limited to, building, fences, or structures, shall be allowed in a drainage easement except as approved by the County Subdivision Administrator.

TAX CERT #9759

REVISION OF LOTS 79, 80, 81, 82, AND 83
THE WOODS SECTION TWO
 A REVISION OF LOTS 79, 80, 81, 82, AND 83 OF THE WOODS SECTION TWO, RECORDED IN VOLUME 4, PAGE 178 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS, COMPRISING OF 8.43 ACRES, ABSTRACT NO. 116, IN KERR COUNTY, TEXAS.

OWNER: Charles W. Kilgore III
 and Karen Laurina Kilgore
 SCHOOL DISTRICT: Kerrville I.S.D.
JULY 2006

LEGEND:
 ● 5/4 1/2 inch rod
 ○ 5/4 1/2 inch rod
 ● 5/8 inch nail
 ○ 5/8 inch nail
 ● 1/2 inch pipe
 ○ 1/2 inch pipe

TEXAS LAND BOUNDARIES PROFESSIONAL SURVEYORS
 THE SURVEYING COMPANY
 10101 W. 14th Street, Suite 100
 Kerrville, Texas, 78701
 Phone: (817) 894-8377
 Fax: (817) 894-8377
 Email: info@texaslandboundaries.com
 License No. 11667
 License No. 11668
 License No. 11669
 License No. 11670
 License No. 11671
 License No. 11672
 License No. 11673
 License No. 11674
 License No. 11675
 License No. 11676
 License No. 11677
 License No. 11678
 License No. 11679
 License No. 11680

WOODS (THE) SECTION THREE RESTRICTIONS

Volume 5, Page 53, Plat Records of Kerr County, Texas; Volume 213, Page 356 and Volume 294, Page 611, Deed Records of Kerr County, Texas; Volume 1491, Page 67, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easements and Building Set Back Lines as per the Plat recorded in Volume 5, Page 53, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated September 14, 1978, recorded in Volume 213, Page 356 and as supplemented by instrument recorded in Volume 294, Page 611, Deed Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 213, Page 356, Deed Records of Kerr County, Texas, and as per the Supplemental Declaration recorded in Volume 294, Page 611, Deed Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easement over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

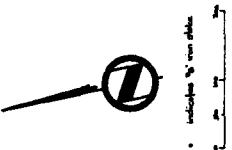
NAME OF TRACT
COUNTY OF TEXAS
OWNER
 JOHN N. MILLER, JR., OWNER
CITY OF TEXAS
 Before me, the undersigned authority, on this day personally appeared JOHN N. MILLER, JR., known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Witness my hand and seal of office this 9th day of April, 1964.

W. G. Volkel
 Notary Public
 Commission Expires 12-31-64

I hereby certify that this plat is an accurate representation of the property shown thereon and that the same was made in accordance with the provisions of the Public Survey Law of 1909 and that all property corners are as shown.

Record this 9th day of April, 1964.



CURVE	CURVE DATA
A	BAYLENE ABC
B	124.11
C	176.16
D	111.11
E	111.11
F	111.11
G	111.11
H	111.11
I	111.11
J	111.11
K	111.11
L	111.11
M	111.11
N	111.11
O	111.11
P	111.11
Q	111.11
R	111.11
S	111.11
T	111.11
U	111.11
V	111.11
W	111.11
X	111.11
Y	111.11
Z	111.11

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
 FRONT YARD: 50 FEET FROM ANY STREET
 SIDE YARD: 50 FEET FROM ANY SIDE PROPERTY LINE
 REAR YARD: 50 FEET FROM ANY REAR PROPERTY LINE
 CIP-3R-3AC ROAD EASEMENTS HAVE FIFTY (50) FEET WIDTH

UTILITY EASEMENTS
 Owner hereby warrants that the installation and maintenance of utilities and all necessary appurtenant easements shall be made in the front and side lines of all lots and/or tracts and in the streets, alleys, easements, and other areas shown on this plat, along the outer boundaries of all streets, easements, and other areas shown on this plat. Nothing shall be placed or permitted to remain within the easement lines, and no structure shall be erected thereon, which would interfere with the installation and maintenance of utilities and all necessary appurtenant easements. The easement area of each lot, except for those improvements for which an electric or utility company is responsible, utility companies or their agents shall have the right to enter upon and across the lot, and the right to install and maintain all necessary utility lines and other appurtenant easements, and the right to use the lot for the purpose of installing and maintaining any support cables or other devices outside said easement lines. The utility shall have the right to use the lot for the purpose of installing and maintaining any support cables or other devices outside said easement lines. The utility shall have the right to use the lot for the purpose of installing and maintaining any support cables or other devices outside said easement lines. The utility shall have the right to use the lot for the purpose of installing and maintaining any support cables or other devices outside said easement lines.



THE WOODS SECTION THREE
 A SUBDIVISION COMPRISING 22.81 ACRES OUT OF WM. T. CROOK SURVEY NO. 69, ABSTRACT NO. 116 IN KERR COUNTY, TEXAS
 JOHN N. MILLER, JR.
 OWNER-DEVELOPER
 KERRVILLE, TEXAS
 APRIL, 1964.

APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS on the 9th day of April, 1964 by Order No. 14442
 FILED for record on the 12th day of April, 1964 at 10:31 o'clock P.M.
 C. H. H. in Witness Whereof on the 9th day of April, 1964 at 10:31 o'clock P.M. I have hereunto set my hand and the Seal of the Clerk of the County of Kerr County, Texas.
Patricia R. Cline
 Patricia R. Cline
 Clerk of the County of Kerr County, Texas

VOELKEL
 REAL ESTATE & SURVEYING
 101 N. 10TH ST., KERRVILLE, TEXAS 78021
 TEL. 2-1111
 FAX 2-1111

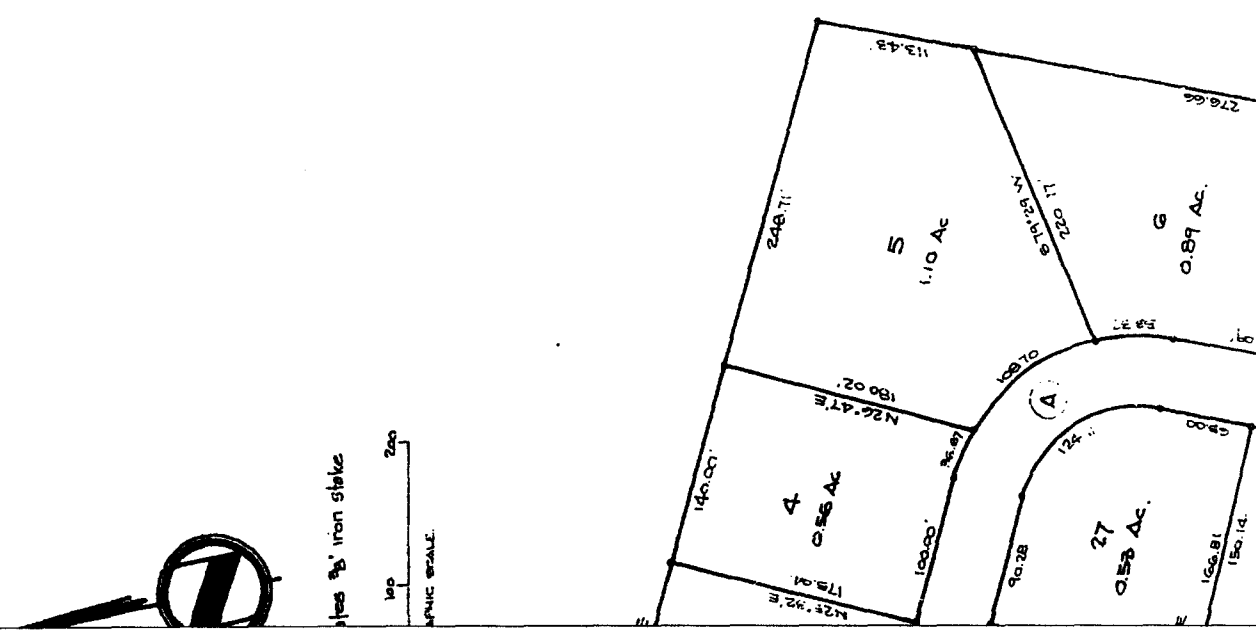
2901

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 RADII

UTILITY EASEMENTS

Grantor 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 deeded to the center line of said avenues. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.



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, 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 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. 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.

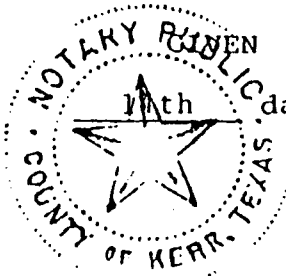
THE STATE OF TEXAS

§
§
§

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 14th day of September, A.D., 1978.

Ella Turner

NOTARY PUBLIC in and for Kerr County, Texas

My Commission Expires:

8/16/80

Restrictions

One Weeks

to

One Public

FILED FOR RECORD

at 4:20 o'clock P.M.

SEP 14 1978

EMMIE M. MUENKER

Clerk County Court, Kerr County, Texas

By *Marianne Scherer* Deputy

Kerr Co. Dist. Co., One ✓

Filed for record September 14, 1978 at 4:20 o'clock p.m.
Recorded September 19th, 1978
EMMIE M. MUENKER, Clerk

By *Marianne Scherer* 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.

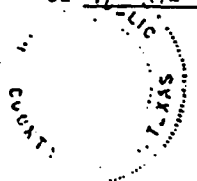
DECLARANTS:

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

FILED FOR RECORD
at 10:30 o'clock A.M.
APR 13 1984
PATRICIA DYE
Clerk County Court, Kerr County, Texas
By LEWIS HOD Deputy

3034P

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS

OF
THE WOODS, SECTION THREE
*to
The Public*

Filed *13* Day of *April* A.D. 19*84*
PATRICIA DYE, Clerk
Clerk, County Court, Kerr County, Texas
By *K.M.C. MILLER* Deputy

Please return to: DLJ/3
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 April
Recorded April 19, 1984
PATRICIA DYE, Clerk
13, 1984 at 10:30 o'clock A M
By *Mary C. Howard* 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 356, Deed Records of Kerr County, Texas (Section One); as supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions dated August 29, 1980, recorded in Volume 240, Page 375, Deed Records of Kerr County, Texas (Section Two); and as further supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions dated April 13, 1984, recorded in Volume 294, Page 611, Deed Records of Kerr County, Texas (Section Three), which shall be known, collectively, as the "Restrictions;"

WHEREAS, Article VII, Paragraph 15 of the Restrictions states that the restrictive covenants set forth in such Article may be amended at any time by the "record owners of legal title of fifty-one per cent (51%) of the Lots as shown by the Deed Records of Kerr County, Texas;" and

WHEREAS, the undersigned certifies that the requisite number of lot owners have agreed to adopt the attached amendment to Article VII, Paragraph 15, of the Restrictions, as 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 W. 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 7
Kerrville, Texas 78028

FILED FOR RECORD
at 1:55 o'clock..... P.M.
DEC 22 2005

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

111

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.

Signature refused to sign in other way

<u>FOR</u>		<u>AGAINST</u>	
NAME	LOT#	NAME	LOT#
1. Cecil & Dorothy Wellborn	7	William & Bonnie Miller	5
2. William & Bonnie Miller	5		
3. Nickie Parson & Jerry	39		
4. William & Bonnie Miller	5		0
5. Vincent & Thomas Dush	47		
<i>Not at home 6-15-05 (11:24)</i>			

THE WOODS HOMEOWNER'S ASSOCIATION

FOR

AGAINST

N 4-6-15

NAME	LOT #	NAME	LOT #
6. David & Elizabeth Pomejanka	16		
7. David & Elizabeth Pomejanka	17		
8. David & Elizabeth Pomejanka	37		
9. David & Elizabeth Pomejanka	4		
10. D. Henry Ruchten	36		
11. James W. Cules	38		
12. Debra & E. Magee	9		
13. James E. Stone	15		
14. Maurice & Mabel Hapley	10		
15. Maurice & Mabel Hapley	11		
16. Clara & Brenda Kiehring	12		
17. Thomas T. Trustee	14		
18. Thomas T. Trustee	21		
19. Anna N. Jut	13		
20. Evadne Chappell	8		
21. Margaret & John Wiese	35		
22. Bapt. Carolyn Edwards	18		
23. James W. Cules	38		
24. Charles & Phyllis Sherman	24		
25. Thomas D. Wiese (by M)	21		
26. Robert Zimmerman	32		
27. Ernest M. Karpis	22		
28. Rebecca M. Karpis	22		
29. James & Joan A. Ray	29		
30. Joseph & Betty Kelly	25		
31. J. J. Kelly	27		
32. Thomas D. Wiese	21	ARRIVED 1/2	
33. Ken & Cora Mohrke (W)	19		
34. John & Mervyn Gumpsh	39		
35. Paul & Sharon Vinson	29		
36. Ron & Linda Schuyman	77		
37. Wend & Jacky Spranger	75		
38. Leona & Betty Kiehring	76		
39. John & Mervyn Gumpsh	42		
40. Emma Christian	41		
41. Robert Ocho	73		
42. Kathryn Keese	44		
43. Shirley Cruser	45		
44. Willie Quorsch	77		
45. Richard Gode	43		
46. Janice Gode	74		
47. Karen Kildore	79		
48. Karen Kildore	80		
49. Karen Kildore	81		
50. Karen Kildore	82		
51. Karen Kildore	83		
52. Charles & Betty Plum	49		
53. Marjorie	51		
54. Shirley Blum	25		
55. Michael Messinger	50		
56. Tom Blum	66		
57. Arthur P. Blum	67		

RECORDER'S NOTE
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 PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

	FOR	AGAINST
	NAME	LOT#
58	Ed & Shelly Maser	64
59	W. J. Gammann	52
60	Mark Lopez	53
61	Paul K. Baker	62
62	Carl Barber	54
63	Janice Nepp	62
64	Samuel Moore	70
65	William Adams	69
66	Bill	#68
67	David J. Furr	lot #48
68	Margaret Christman	#47
69	James Wood	46
70	Bob & Carol Coltrane	57
71	Ralph R. Hildebrandt	60
72	Robert J. Foster	61
73	Betty R. Foster	61
74	Patricia Jones	55
75	Mike Giffen	55
76	Ray & Hyatt	59
77	John F. Rempeger	23
78	H. R. King	21-30
79	Henry Hurrell	21
80	Myron Ernest	19
81	Chas. Stewart	16
82	Julia Thompson	14
83	Bobby Hill	13
84	Ed. Adams	12
85	James C. Lee	11
86	Sharon Hill	8
87	Melanie Davis	7
88	Ernie Adams	6
89	Ray Adams	3-5
90	John Adams	26
91	Michael B. Bryan	5
92	Maya Adams	25
93	Bill Miller	17
94	Ed. Stampf	9
95	Bonnie Adams	10
96	Ernie Adams	20
97	Ernie Adams	10
98	Ernie Adams	10-2
99	Ernie Adams	4
100	Ernie Adams	28
101	Ernie Adams	6
102		

RECORDERS NOTE
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Provisions herein which restrict the sale, rental or use of the described property because of color or race is voided 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



Janet Ripser
COUNTY CLERK, KERR COUNTY, TEXAS

DEC 23 2005



Janet Ripser
COUNTY CLERK, KERR COUNTY, TEXAS

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