

60F #8

**03162**

WARRANTY DEED

THE STATE OF TEXAS           §  
COUNTY OF KERR           §       KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROBERT G. RISHER, not joined by my wife herein because the herein described realty is not now and never has been the separate property of my wife nor is it nor has it ever been any part of our homestead, never having been claimed, intended, occupied or used as such, of the County of Kerr and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto ROBERT BRETHERTON, of the County of Kerr and State of Texas, all of the following described real property in Kerr County, Texas, to-wit:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being all of Lot 14, Block 22, Greenwood Forest Section 8, a subdivision of record in Volume 5, Pages 118 and 119, Plat Records of Kerr County, Texas, to which instrument and its record reference is here made for all purposes.

This conveyance is made and accepted SUBJECT TO the following:

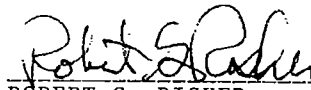
- (1) Easements as per plat recorded in Volume 5, Pages 118 and 119, Plat Records of Kerr County, Texas.
- (2) Electric Line Easements to L.C.R.A., recorded in Volume 1, Page 157, and Volume 3, Page 513, Easement Records of Kerr County, Texas.
- (3) 873.2 feet x 5 feet in width water line right-of-way easement in favor of Charles C. Craig, dated July 20, 1963, recorded in Volume 3, Page 368, Easement Records of Kerr County, Texas.
- (4) A non-participating undivided 1/4th of the 1/8th royalty for a period of thirty (30) years from November 15, 1961, reserved by Charles Schreiner,

III, in Deed recorded in Volume 92, Page 24, Deed Records of Kerr County, Texas.

- (5) Restrictions in EXHIBIT "A" attached hereto, incorporated herein and made a part hereof for all purposes.
- (6) Any visible and/or apparent roadways or easements over or across the subject property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

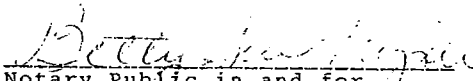
EXECUTED this 17th day of April, A.D. 1986.

  
ROBERT G. RISHER

THE STATE OF TEXAS           §  
COUNTY OF KERR           §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17th day of April, A.D. 1986.

  
Notary Public in and for  
Kerr County, Texas  
Betty Sue Frizzell           7-29-89



My Commission Expires:

7-29-89

Purchaser's Address:

215 Oak View

Kerrville, Tx 78628

FILED FOR RECORD

at 4:29 o'clock P.M

APR 17 1986

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By Summie G. Houston Deputy

GREENWOOD FOREST  
SECTION 8

RESTRICTIONS

- (1) The street and road as shown on said map or plat are hereby dedicated to the use of the public.
- (2) No lot shall be used for anything other than single family residential purposes.
- (3) No poultry or livestock or horses or any animals other than household pets shall be kept upon these premises. Household pets shall be limited to a total of not more than three (3), either dogs and/or cats; and all dogs shall be on a leash or confined with a yard fence adequate to confine the animal or animals within its owner's lot or lots.
- (4) No commercial vehicle, including but not limited to, cars, trucks, tractor-trailer or other similar vehicles, shall be parked in any area of the subdivision, and no vehicle shall be permanently parked in the dedicated streets.
- (5) No house trailer or mobile home or modular housing or manufactured housing or pre-fabricated housing, shall be parked, placed or left standing on any part of said premises, or any area of the subdivision.
- (6) Tent and trailer, camper, or any other type of portable shelter commonly pulled by passenger car or carried upon or pulled by pickup, or any motor home or recreational vehicle parked on premises, shall be no closer than six (6) feet of lot line and/or seventy-five (75) feet of front property line, and must be neat in appearance and concealed.
- (7) No dwelling shall be constructed which contains less than seventeen hundred (1700) square feet, exclusive of porches, and garages; that such dwelling shall have at least two (2) full baths and double garage.
- (8) Plan and building to be approved by Building Committee in writing; construction of dwelling must be conventional with exterior wall of eighty (80) per cent masonry.
- (9) Dwelling shall be constructed no nearer than thirty-five (35) feet from the nearest street upon which said lot fronts; and no nearer than six (6) feet from side, and twenty-five (25) feet from back property line and no nearer than fifteen (15) feet from curb on side property line when lot is a corner lot; and that no outbuilding shall be constructed nearer than seventy-five (75) feet from such street, and not less than six (6) feet from side property lines; no more than one (1) residence shall be built on any one (1) lot without written consent of Building Committee.

- (10) No fence can be erected nearer to the curb than thirty-five (35) feet from front property line and ten (10) feet from curb on side property line when lot is a corner lot; fences must be constructed of wood (cedar or redwood), chain link, or masonry.
- (11) The construction of any dwelling upon the hereinbefore described property is to conform with the Building Code for the City of Kerrville, Texas.
- (12) No burning of trash, garbage, wood, leaves, paper, or any other substance shall be committed on any lot or dedicated street or any easement within the subdivision.
- (13) Lot or lots purchased without intent of construction must be kept clean and orderly, must not be used for storage, or parking of any type of vehicle or equipment.
- (14) No drilling for oil and/or gas or mining operation of any kind shall be commenced upon any part of Greenwood Forest Section 8, other than to obtain drinking water, (and then only with Grantor's written consent thereto first have been obtained).
- (15) No owner of any lot in Greenwood Forest Section 8 shall perpetrate or allow to be perpetrated on their property any activity by sight or sound that would limit and/or restrict the peaceable enjoyment of any other property owner within sight or hearing.
- (16) "Building Board" shall mean and refer to the Greenwood Forest Building Board composed of Robert G. Risher and Floyd Price, their successors, heirs, executors and assigns, or designees in writing, who shall review the plans of construction prior to the construction or erection of any building, residential or outbuilding, and shall determine whether such specifications and plans are in violation of any of these restrictions, covenants and conditions.
- (17) Enclosed chemical toilets shall be furnished by building contractors; same to be used by workmen during construction.

FILED FOR RECORD

at 4:29 o'clock P.M.

APR 17 1986

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By Sammie G. Hester Deputy

WARRANTY DEED

ROBERT G. RISHER

TO

ROBERT BRETHERTON

Return to:  
Robt Bretherton  
215 Oak View  
Kerrville, Tex  
78028

FILED BY KERRVILLE TITLE CO., INC.

PROHL & LESLIE

ATTORNEYS AT LAW

829-B MAIN

KERRVILLE, TEXAS 78028

9614

SPECIAL WARRANTY DEED

STATE OF TEXAS           \*  
COUNTY OF KERR         \*

KNOW ALL MEN BY THESE PRESENTS:

That I, PETER ALBERT STEINS, of the County of Kerr, and State of Texas, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS, and other valuable consideration in cash to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto ROBERT L. EDER, of the County of El Paso, and State of Texas, all of the following described property, lying and being situated in Kerr County, Texas, together with any and all improvements thereon and all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and further together with any and all right, title and interest of Grantor in and to adjacent streets, alleys, easements and rights-of-way (whether public or private) (collectively, the "Property"), to-wit:

All of Lot 12 and Lot 13, Block 22, of GREENWOOD FOREST SECTION 8, a subdivision of Kerr County, Texas, according to the plat thereof recorded in Volume 5, Pages 118-119, Plat Records, Kerr County, Texas.

This conveyance is made and accepted SUBJECT TO the following:

1. Restrictions reserved in this deed and those of record in Volume 371, Page 55; Volume 437, Page 264; Volume 437, Page 266 and Volume 437, Page 268, Real Property Records, Kerr County, Texas.
2. All of the oil, gas and other minerals in and under and that may be produced from the property as described in Mineral Deed from M. C. O'Quinn to Melba O'Quinn dated May 6, 1963, recorded in Volume 14, Page 129, Oil & Gas Lease Records, Kerr County, Texas.
3. Easement to L.C.R.A. dated September 2, 1948, recorded in Volume 1, Page 157, Easement Records, Kerr County, Texas, and assigned to the City of Kerrville in Volume 452, Page 503, Real Property Records, Kerr County, Texas.
4. Telephone Line Right-of-Way and Easement to Hill Country Telephone Co-op., dated April 24, 1973, recorded in Volume 16, Page 404, Easement Records, Kerr County, Texas.

5. Easements per plat recorded in Volume 5, Pages 118-119, Plat Records, Kerr County, Texas.
6. Easement to L.C.R.A. dated August 30, 1961, recorded in Volume 3, Page 513, Easement Records, Kerr County, Texas.
7. Water Line Easement to Charles Craig dated July 30, 1963, recorded in Volume 3, Page 368, Easement Records, Kerr County, Texas.
8. Sanitary Easement/Water System Agreements recorded in Volume 437, Pages 264, 266 and 268, Real Property Records, Kerr County, Texas.
9. Any visible and/or apparent roadways or easements over or across the Property.

Grantor hereby imposes upon the Property, and declares that the Property shall be subject to, the following restrictive covenants, which covenants shall constitute covenants running with the land, binding upon Grantee, and subsequent owners of the Property, or any part thereof, and their respective heirs, legal representatives, successors and assigns, to-wit:

1. DEFINITIONS

A. "Single Family Residence" shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

B. "Improvements" shall include, but not be limited to, the erection of any structures, including but not limited to, additions to, or alterations of, any buildings, detached buildings, storage buildings, tool sheds, kennels or other buildings for the care of animals, and greenhouses (all such detached buildings being hereinafter referred to as "outbuildings"); the erection of any fence; the erection of any radio or television antennas, satellite receiver and/or dish or other external apparatus to receive radio, television and/or other communication signals; the moving of any structure from another location to the property, the grading, scraping, excavation or other rearranging of the surface of the property; the construction of any driveway, walkway, entryway, patio or other similar item, and the alteration or replacement of any exterior surface, including the repainting of any painted surfaces and the painting of formerly unpainted surfaces.



2. Land Use The property shall not be used for any purpose other than for single family residential purposes and there shall not be constructed or maintained thereon more than one (1) single family residence with a covered parking facility.

3. Animals No poultry, swine, horses or livestock or any other animals other than household pets shall be kept upon the property. Household pets shall be limited to a total of not more than three (3) of either dogs and/or cats; all dogs shall be on a leash or confined with a yard fence adequate to confine the animal or animals within the property.

4. Garbage and Refuse Disposal The property shall not be used or maintained as a dumping ground for trash or garbage. Trash, garbage and other waste shall be kept in sanitary containers. No trash or garbage shall be burned on the property. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5. Commercial/Inoperable Vehicles No commercial vehicle, including but not limited to vans, trucks, tractor trailer or other similar vehicle shall be parked on the property or on the adjoining dedicated streets. No automobile, truck, trailer or other vehicle or parts thereof shall be abandoned on the property. No repair or maintenance on automobiles, trucks, trailers or other vehicles shall be conducted or performed on the property, provided that an owner of the property may perform maintenance on his privately owned vehicles if such maintenance is conducted in an enclosed structure and any such vehicles upon which such maintenance is performed shall not remain exposed to public view thereby creating an unsightly appearance to said property.

6. Sewage Disposal Sewage disposal systems shall be located, constructed and equipped in compliance with the Texas State Health Department Requirements and the Kerr County regulations applicable to sewage disposal, and any other governmental laws, rules or regulations.

7. Temporary Structures No modular or ready-built home or building, trailer, mobile home, including any such mobile home with the tires and wheels removed therefrom, regardless or how affixed to the property, tent, shack, garage, barn or other outbuildings or any structure of a temporary character shall be used on the property at any time as a residence, either temporarily or permanently.

8. Boats, Motor Homes, Buses and Trailers No boat, motor home, bus or trailer shall be left parked more than 3 days in the

road or roads adjoining the property except for construction or repair equipment while the residence is being built or repaired in the immediate vicinity. No boat, motor home, bus or trailer shall be parked more than 3 days on the driveway or any portion of the property unless enclosed by a structure whereby the boat, motor home, bus or trailer is not visible or exposed to public view.

9. Dwelling Size and Construction The liveable area of a single family residential structure on the property, exclusive of open or screen porches, stoops, open terraces, and garages shall not be less than one thousand five hundred (1,500) square feet. The exterior walls of any single family residence shall be 60% masonry construction. All driveways from any road to a residence on the property shall be paved with either concrete or asphalt.

10 Building Location No single family residence or outbuilding shall be located on the property nearer than thirty-five (35) feet from the curb of the street upon which the property fronts; and no nearer than six (6) feet from any side property line; no nearer than twenty-five (25) feet to the back property line; and no nearer than fifteen (15) feet from the curb on the side property line when the property is a corner tract.

11. Fences No fence shall be erected nearer than thirty-five (35) feet from the curb of the street on which the property fronts and ten (10) feet from the curb on a side property line when the property is a corner tract. Fences must be constructed of wood (cedar or redwood), chain link or masonry.

12. Construction Type and Term Any construction commenced on the property must be completed within one (1) year of the time construction was initiated and all buildings erected shall be of new construction, being constructed on site on the property. Modular or ready-built homes or buildings are prohibited.

13. Nuisance No noxious or offensive activity shall be permitted on the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot and no odor shall be permitted to arise thereon, so as to render any such property or a portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or its occupants.

14. Oil Development and Mining Prohibited No oil well drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted on the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts

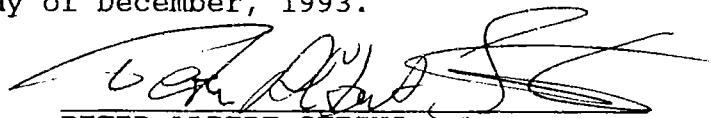
be permitted on the property. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on the property. This restriction shall not prohibit or preclude the drilling of a water well for use on the property.

15. Construction Requirements Enclosed chemical toilets shall be furnished by building contractors and shall be used by workmen during the construction of a single family residence on the property.

The foregoing restrictive covenants are enforceable by Grantor, and Grantor's heirs, successors or assigns (any one of them); and such restrictive covenants may be enforced by any proceedings at law or in equity, including without limitation injunction, mandatory or prohibitive. In the event an action is brought to enforce such covenants, then the party bringing such action shall be entitled to recover, from the party or parties violating the restrictive covenants, all costs of court and attorneys' fees incurred in connection therewith. Invalidation of any one of the foregoing restrictive covenants by judgment or court order shall in no wise affect any other covenants, all of which shall remain in full force and effect. Failure to enforce any of the covenants herein provided shall not be deemed a waiver of the right to enforce any such covenant thereafter or a waiver of the right to enforce any other covenant herein contained. The restrictive covenants imposed hereby shall remain in effect for a period of thirty (30) years from the date this Deed is recorded.

TO HAVE AND TO HOLD the Property, subject to the exceptions aforesaid, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the exceptions aforesaid, unto the Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under me only, but not otherwise.

EXECUTED the 6th day of December, 1993.

  
PETER ALBERT STEINS

STATE OF TEXAS \*

COUNTY OF KERR \*

This instrument was acknowledged before me this 6th day of December, 1993, by PETER ALBERT STEINS.

My Commission expires:

Marianne Wooten  
Notary Public, State of Texas  
Notary's printed Name:

GRANTEE'S ADDRESS;

and return to:

ROBERT L. EDER  
P.O. Box 12067  
El Paso, TX 79913

Filed By  
Kerrville Title Company ✓

PREPARED IN THE OFFICE OF:

H. RITMAN JONS  
Attorney-at-Law  
829-B Main Street  
Kerrville, Texas 78028  
(210) 896-8383

FILED FOR RECORD

at 4:15 o'clock P M

DEC - 6 1993

PATRICIA DYE

Deputy Clerk County Court, Kerr County, Texas

provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law. (THE STATE OF TEXAS) COUNTY OF KERR  
I hereby certify that this instrument was FILED in File Number Sequence (the date and at the time stamped hereon by me and was duly RECORDED in the Official records of Real Property of Kerr County, Texas on

RECORD Real Property  
VOL 722 PG 167

RECORDING DATE

DEC - 6 1993

DEC - 6 1993



Patricia Dye  
COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye  
COUNTY CLERK, KERR COUNTY

SANITARY EASEMENT  
WATER SYSTEM

5746 KERR CO. VOL. 437 PAGE 264

THE STATE OF TEXAS:  
THE COUNTY OF KERR:

KNOW ALL MEN BY THESE PRESENTS,

THAT, Ingram Water Supply, being the owner of the tract indicated as Well and Tank Lot of Greenwood Forest Section 8, in Kerr County, Texas, as shown on the map or plat recorded in Volume 5 at Page 118 of the Plat Records of Kerr County, Texas, do hereby declare such property bound by the hereinafter set out restrictions and covenants and agree that said purchasers and subsequent owners of said Lots or parts thereof shall comply with same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of two (2) years from date these covenants are recorded, after which time said covenants shall be automatically extended until the use of this water well as a source for a public water system ceases.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall not in any wise affect any of the other provisions which shall remain in full force and effect.

SUCH RESTRICTION ARE AS FOLLOWS, to-wit:

1. Sanitation control upon all of that area of land of said Well and Tank Lot as is included within a 150 foot radius of the existing deep water well located 176 feet N.7°30'E. from the most Southerly corner of Lot 10, Block 22, of said Greenwood Forest Section 8, and specifically prohibiting the construction and/or operation of stock pens, feed lots, dump grounds, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across the above described tract of land.
2. This sanitation control permits the construction of homes or buildings upon same, provided, however, that all stock pens, feed lots, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon or across same are specifically prohibited; and,
3. Normal farming and ranching operations are permitted except that livestock shall not be allowed within 50 feet of the proposed well.

IN WITNESS WHEREOF, the said owner has executed this instrument this 2nd day of July, 1987.

*Joel J. Craig*  
Ingram Water Supply by Joel J. Craig

THE STATE OF TEXAS:  
THE COUNTY OF KERR:

BEFORE ME, the undersigned authority, on this day personally appeared Joel J. Craig, Ingram Water Supply, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of July, 1987.

My Commission Expires:  
August 20, 1988

*D. J. Wynn*  
D. J. Wynn, Notary Public, Kerr County, TX.

Recorded at Kerr County Courthouse, Kerrville, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 1987. Volume \_\_\_\_\_ Page \_\_\_\_\_ Easement Records of Kerr County, Texas.

Patricia Dye, County Clerk  
Kerr County, Texas

Any provisions herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

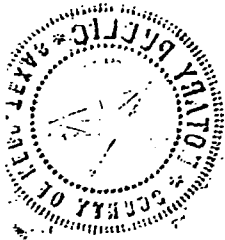
THE STATE OF TEXAS  
COUNTY OF KERR

I hereby certify that this instrument was FILED in 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

AUG 7 1987



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS



FILED FOR RECORD

at 11:59 a'clock A.M.

JUL 31 1987

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By *Deborah C. Blawie* Deputy

Return To:

DOMINGUES & ASSOC. INC.  
609 SIDNEY BAKER ST.  
KERRVILLE, TX 78028

SANITARY EASEMENT  
WATER SYSTEM

5747 KERR CO. VOL. 437 PAGE 266

THE STATE OF TEXAS:  
THE COUNTY OF KERR:

KNOW ALL MEN BY THESE PRESENTS,

THAT, Robert G. Risher, A/K/A Bob Risher, being the owner of Part of Original Survey No. 127, L. Crawson, Abstract No. 97, in Kerr County, Texas, does hereby declare such property bound by the hereinafter set of restrictions and covenants and agrees that said purchasers and subsequent owners of said lots or parts thereof shall comply with same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of two (2) years from date these covenants are recorded, after which time said covenants shall be automatically extended until the use of this water well as a source for a public water system ceases.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall not in any wise affect any of the other provisions which shall remain in full force and effect.

SUCH RESTRICTION ARE AS FOLLOWS, to-wit:

1. Sanitation control upon all of that area of land of said Original Survey No. 127, Abstract No. 97, as is included within a 150 foot radius of the existing deep water well located 176 feet N.7°30'E. from the most Southerly corner of Lot 10, Block 22 of Greenwood Forest Section 8, as recorded in Volume 5 at Page 118 of the Plat Records of Kerr County, Texas, and specifically prohibiting the construction and/or operation of stock pens, feed lots, dump grounds, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across the above described land.
2. This sanitation control permits the construction of homes or buildings upon same, provided, however, that all stock pens, feed lots, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon or across same are specifically prohibited; and,
3. Normal farming and ranching operations are permitted except that livestock shall not be allowed within 50 feet of the proposed well.

IN WITNESS WHEREOF, the said owner has executed this instrument this 30th day of June, 1987.



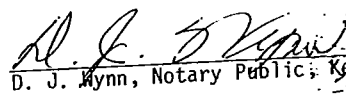
Robert G. Risher A/K/A Bob Risher

THE STATE OF TEXAS:  
THE COUNTY OF KERR:

BEFORE ME, the undersigned authority, on this day personally appeared Robert G. Risher, A/K/A Bob Risher, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of June, 1987.

My Commission Expires:  
August 20, 1988

  
D. J. Wynn, Notary Public, Kerr County, TX.

Recorded at Kerr County Courthouse, Kerrville, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 1987. Volume \_\_\_\_\_ Page \_\_\_\_\_ Easement Records of Kerr County, Texas.

Patricia Dye, County Clerk  
Kerr County, Texas

VOL. 437 PAGE 267

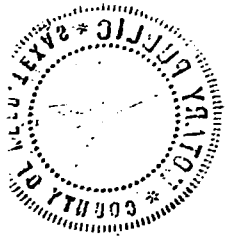
Any provisions herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS, COUNTY OF KERR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public records of Real Property of Kerr County, Texas on

AUG 7 1987



*Patricia Dye*

COUNTY CLERK, KERR COUNTY, TEXAS



FILED FOR RECORD

at 11:59 o'clock A.M.

JUL 31 1987

PATRICIA DYE

Clerk County Court, Kerr County, Texas

By *Sharon L. Hester* Deputy

Return To:  
DOMINGUES & ASSOC. INC.  
609 SIDNEY BAKER ST  
KERRVILLE, TX 78028



SANITARY EASEMENT  
WATER SYSTEM

5748 KERR CO. VOL. 437 PAGE 268

THE STATE OF TEXAS:  
THE COUNTY OF KERR:

KNOW ALL MEN BY THESE PRESENTS,

THAT, Robert G. Risher, A/K/A Bob Risher, being the owner of Lot 10 and Lot 11, Block 22, of Greenwood Forest Section 8, in Kerr County, Texas, as shown on the map or plat recorded in Volume 5, at Page 118 of the Plat Records of Kerr County, Texas, does hereby declare such property bound by the hereinafter set out restriction and covenants and agrees that said purchasers and subsequent owners of said Lots or parts thereof shall comply with same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of two (2) years from date these covenants are recorded, after which time said covenants shall be automatically extended until the use of this water well as a source for a public water system ceases.

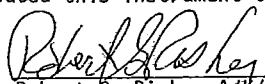
Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall not in any wise affect any of the other provisions which shall remain in full force and effect.

SUCH RESTRICTION ARE AS FOLLOWS, to-wit:

1. Sanitation control upon all of that area of land of said Lot 10 and Lot 11, Block 22 of said Greenwood Forest Section 8, as included within a 150 foot radius of the existing deep water well located 176 feet N.7°30'E. from the most Southerly corner of said Lot 10, Block 22, and specifically prohibiting the construction and/or operation of stock pens, feed lots, dump grounds, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across the above described land.
2. This sanitation control permits the construction of homes or buildings upon same, provided, however, that all stock pens, feed lots, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon or across same are specifically prohibited; and,
3. Normal farming and ranching operations are permitted except that livestock shall not be allowed within 50 feet of the proposed well.

IN WITNESS WHEREOF, the said owner has executed this instrument this 30th day of June, 1987.



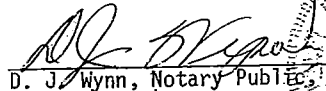
Robert G. Risher A/K/A Bob Risher

THE STATE OF TEXAS:  
THE COUNTY OF KERR:

BEFORE ME, the undersigned authority, on this day personally appeared Robert G. Risher, A/K/A Bob Risher, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of June, 1987.

My Commission Expires:  
August 20, 1988



D. J. Wynn, Notary Public, Kerr County, Texas

Recorded at Kerr County Courthouse, Kerrville, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 1987. Volume \_\_\_\_\_ Page \_\_\_\_\_ Easement Records of Kerr County, Texas.

Patricia Dye, County Clerk  
Kerr County, Texas

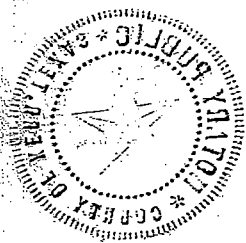
Any provisions herein which restricts the sale, rental or use of the described real property because of color or race is hereby declared null and void under Federal Law THE STATE OF TEXAS.)  
COUNTY OF KERR

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

AUG 7 1987



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS



FILED FOR RECORD  
at 11:59 o'clock A.M.  
JUL 31 1987  
PATRICIA DYE  
Clerk County Court, Kerr County, Texas  
By *Sharon C. Dye* Deputy

RETURN TO:  
DOMINGUES & ASSOC. INC.  
809 SIDNEY BAKER ST.  
KERRVILLE, TX 78028

14-06476

**ASSOCIATION OF PROPERTY OWNERS OF GREENWOOD FOREST**  
**A NON-PROFIT CORPORATION**

**RECORDS RETENTION POLICY**

**I. Purpose:**

This document sets forth the Record Retention Policy of the Association of Property Owners of Greenwood Forest that will be followed beginning January 1, 2014.

**II. Policy Compliance**

The Secretary of the Board of Directors will be responsible for maintaining records of the Association of Property Owners of Greenwood Forest in accordance with this retention Policy. The Board Secretary may assign actual record retention activities to an Administrative Assistant. The Board Secretary will review retained records annually to ensure compliance with retention policy.

**III. Retained Records and Retention Time (in accordance with Texas State Library & Archives Commission requirements applicable to all local governments)**

FE means Fiscal Year

**A. Annual Meeting**

1. Agendas
2. Minutes
3. Board of Director Election Ballots

Retained minimum of 2 yrs  
Retained permanently  
Retained min. of 22 months

**B. Board Meetings**

1. Agendas
2. Minutes
3. Treasurer's Report

Retained minimum of 2 yrs  
Retained permanently.

**C. Bank Statements**

**D. Invoices/Bills**

**E. CCR Violation Letters and Responses**

**F. New Construction Request Approvals/Rejections**

**G. Issued Sales Certificates**

**H. Governance and Policy/Procedure Documents**

**I. Insurance Policies**

Retained min. of FE + 3 yrs  
Retained min. of FE + 5 yrs  
Retained min. of FE + 3 yrs  
Retained minimum of 1 yr  
Retained minimum of 1 yr  
Retained permanently  
Retained min. of FE + 4 yrs

**IV. Record Location**

1. Maintaining an available copy of the retained records for Board use or access by property owners in accordance with the Record Open Access Policy and Procedure
  2. Maintaining a back-up copy of the retained records in a remote/separate location whose location and access procedure is documented in writing and known to each Board Member.
- B. The Board Secretary may assign actual record storage/back-up activities to an Administrative Assistant.

IN WITNESS WHEREOF, by my signature hereto undersigned, being the 2014 President of the Association, hereby adopt the foregoing policy for the Association.

ASSOCIATION OF PROPERTY OWNERS OF GREENWOOD FOREST

By: Mary Etheredge Dated Oct. 20, 2014

Name: Mary Etheredge  
Title: Secretary

THE STATE OF TEXAS

THE COUNTY OF KERR

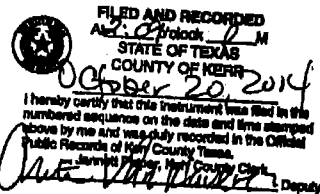
This instrument was acknowledged before me this 20th day of OCTOBER, 2014 by Robert McCorkle, President of the ASSOCIATION OF HOMEOWNERS OF GREENWOOD FOREST, a Texas nonprofit corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

FILED BY & RETURNED TO:

Robert McCorkle  
89 Westwood Ln.  
Kerrville, TX 78028



14-06477

**MANAGEMENT CERTIFICATE****GREENWOOD FOREST HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, being an Officer of Greenwood Forest Homeowners' Association, Inc. (the "Association"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision is Greenwood Forest.
2. The name of the association is Greenwood Forest Homeowners' Association, Inc.
3. The recording data for the Subdivision Development is as follows: Greenwood Forest, a subdivision of record in Kerr County, Texas, according to the map or plat thereof,

Section 1 recorded in Volume 3, Page 123  
Section 2 recorded in Volume 4, Page 38  
Section 3 recorded in Volume 4, Page 69  
Section 4 recorded in Volume 4, Page 226  
Section 5 recorded in Volume 5, Page 3  
Section 6 recorded in Volume 5, Page 54  
Section 7 recorded in Volume 5, Page 102  
Section 8 recorded in Volume 5, Page 135  
Section 9 recorded in Volume 5 Page, 156

Real Property Records, Kerr County, Texas

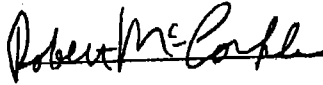
4. The recording date for the declaration applicable to the Subdivision Development is as follows: Declaration of Covenants, Conditions, and Restrictions for Greenwood Forest, recorded as

Section 1	Vol. 165, Page 63	November 15, 1972
Section 1	Vol. 178, Page 606	amended March 28, 1975
Section 2	Vol. 180, Page 473	June 13, 1975
Section 3	Vol. 192, Page 709	December 10, 1976
Section 4	Vol. 238, Page 621	August 19, 1980
Section 5A	Vol. 286, Page 586	November 15, 1983
Section 5B	Vol. 287, Page 317	December 2, 1983
Section 5C	Vol. 316, Page 763,	March 26, 1985
Section 5D	Vol. 329, Page 367	June 12, 1985
Section 6	Vol. 534, Page 688	December 29, 1989
Section 7	Vol. 337, Page 500	August 7, 1985
Section 8	Vol. 375, Page 214	May 12, 1986
Section 9	Vol. 619, Page 501	December, 19, 1991

5. The name and mailing address of the Association is Greenwood Forest Homeowners' Association, Inc., P. O. Box 703, Ingram, Texas, 78025.

This Management Certificate is effective as of the 20th day of OCTOBER, 2014.

Greenwood Forest Homeowners' Association, Inc.  
a Texas nonprofit corporation



Robert McCorkle  
President  
Greenwood Forest Homeowners Association, Inc.

The State of Texas

County of Kerr

This instrument was acknowledged before me on 20th day of Oct  
2014 by Robert McCorkle, President of Greenwood Forest Homeowners' Association, Inc., a  
Texas nonprofit corporation, on behalf of said corporation.

  
Notary Public Signature

✓  
FILED BY & RETURNED TO:  
Robert McCorkle  
89 Westwood Ln.  
Kerrville, TX 78028

FILED AND RECORDED  
At 2:00 o'clock P M  
STATE OF TEXAS  
COUNTY OF KERR  
October 20, 2014  
I hereby certify that this instrument was filed in the  
numbered sequence on the date and time stamped  
above by me and was duly recorded in the Office  
Public Records of Kerr County, Texas.  
Cheryl Ann Kiser Deputy  
County Clerk, Kerr County, Texas

14-07390

**ASSOCIATION OF PROPERTY OWNERS OF GREENWOOD FOREST****A NON-PROFIT CORPORATION****RECORDS PRODUCTION AND COPYING POLICY**

WHEREAS, the Greenwood Forest Homeowners Association (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code");

WHEREAS, Section 209.005 (i) of the Code requires the Association to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of information requested by a member of the Association, (hereinafter referred to as a "member") in accordance with the terms of Section 209.005 of the Code; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to adopt such a records production and copying policy as required under Section 209.005 (i) of the Code.

NOW, THEREFORE, the Board hereby adopts the Records Production and Copying Policy (the "Policy"), as set forth below.

**1. Books and Records Subject to Production**

Subject to the terms of this Policy and Section 209.005 of the Texas Property Code (and any amendment thereto), the Association will make its books and records, including financial records, to the extent such books and records are in the possession, custody or control of the Association, open to and reasonably available for examination by a Member of the Association or a person designated in a written instrument signed by the Member as the Member's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Code (hereinafter referred to as the "Requesting Party"). A Requesting Party is also entitled to obtain copies of the information contained in the Association's books and records.

Except as provided by Section 209.005 (d) of the Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a Requesting Party or subject to production in a legal proceeding.

In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Member, a Member's personal financial information, including records of payment or nonpayment of amounts due to the Association, a members contact information, other than his or her address, or information related to an employee of the Association, including personnel files.

## **2. Procedures for Requesting Inspection and/or Copying of Association Records**

The Requesting Party must submit to the Association a written request for information that designates the specific books and records he/she wishes to inspect. The Association will have 10 days to respond and will send to the Requesting Party a written notice specifying the location and dates that such person may inspect the books and records to the extent those books and records are in possession, custody or control of the Association.

Any alternative inspection dates proposed by the Association will be within 10 business days of the receipt of the information request, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within 10 days of receipt of the request, and will specify an alternative inspection date that will occur no later than fifteen (15) business days after the date of the Association's written notice to the Requesting Party.

The Requesting Party shall be responsible for the costs, expenses and charges incurred by the Association in responding to such request for information.

## **3. Records Copying Charges**

### **A. Copy Charges**



The Association has determined that it will charge *50 cents* to provide reproduced copies of Association documents and records on standard paper by means of an office machine copier or a computer printer. The charge for standard paper copies is *50 cents* per page or part of a page. Each side that has recorded information is considered a separate page. For reproduction on nonstandard pages, the charge will be *75 cents* per oversize paper copy.

#### **B. Labor Charges**

Labor charges consist of the labor costs incurred in processing a request for information or records, and include the actual time to locate, compile, manipulate data and reproduce the requested information or record. The charge for labor costs incurred in processing a request for information is *\$25 an hour*.

#### **4. Advance Payment of Production and Copying Charges**

The Association requires advance payment by the Requesting Party of the estimated amount of production and copying charges to be incurred in responding to a request for information. The Association will submit a Final Invoice to the Requesting Party for the actual amount of Production and Copying charges incurred by the Association.

If the estimated amount of the charges paid exceeds the actual amount of charges reflected in the Final Invoice, the Requesting Party shall be entitled to a refund of the excess amount, and the Association will send payment of such excess amount to the Requesting Party within thirty (30) business days from the date of the Final Invoice.

If the actual amount of Production and Copying Charges, as reflected in the Final Invoice, exceeds the estimated amount of such charges, the addition amount of those charges incurred by the Association must be paid by the Requesting Party within thirty (30) business days from the date the Final Invoice is sent to the Requesting Party.

**CERTIFICATION**

IN WITNESS WHEREOF, the undersigned, Mary Etheredge, as the duly elected, qualified and acting Secretary of the Greenwood Forest Homeowners Association, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Records Production and Copying Policy was duly adopted by the Board of Directors of the Association at a meeting of the Board held Dec. 1, 2014, and shall take effect upon its recording in the Official Public Records of Kerr County, Texas.

GREENWOOD FOREST  
HOMEOWNERS ASSOCIATION, INC.

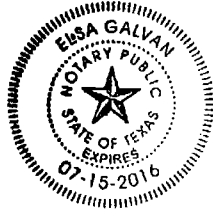
Mary Etheredge

BY: Mary Etheredge

ITS: Secretary

THE STATE OF TEXAS  
COUNTY OF KERR

This instrument was acknowledged before me on the 3 day of December, 2014, by Mary Etheredge, Secretary of the Greenwood Forest Homeowners Association, Inc., a nonprofit corporation.



[Signature]  
Notary Public, State of Texas

Filed by & Returned to:  
Mary E Etheredge  
109 Westwood Lane  
Kerrville, TX 78028

