

Bonnie Scott
KENDALL COUNTY ABSTRACT COMPANY
103 N. Saunders Street, Boerne, Texas 78006
S.A. Ph. 830-816-2131 / Fax 830-249-3341

DECLARATION OF RESTRICTIONS

WOODLAND RANCH ESTATES

THAT BRUCE W. BAKER ("Declarant") being the owner of certain portion of the Lots and a private roadway serving same (the "Private Roadway"), such Lots and such Private Roadway being situated within that certain subdivision known as **WOODLAND RANCH ESTATES**, according to the plat of said subdivision recorded in Volume _____, Page _____, of the Deed and Plat Records of Kendall County, Texas (hereinafter called the "subdivision"), and desiring to create and carry out a uniform plan for the improvements, development and sale of the subdivided lots situated in the subdivision (such Lots being Lots 1, 2, 3, 4, 5, 6, 7, A, B, C, D and E), does hereby adopt and establish the following restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided Lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content).

I.

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

II.

GARBAGE AND REFUSE

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. No cutting of brush or timber shall

be permitted on any Lot, whether during construction, occupancy or otherwise, except by the Owner of such Lot, or such Owner's authorized representative.

III.

NUISANCES

No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No part of any Lot shall be used as a junk yard or as an area for the accumulation of scrap or used materials.

IV.

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any 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 or natural gas shall be erected, maintained or permitted upon any Lot so as to be readily visible from another Lot or from the Private Roadway. Mineral extraction that would be unoffensive to Lot Owners may be allowed if approved in writing by the Board of Directors of the Woodland Ranch Estates Maintenance Association, such Association being described in that one certain Declaration of Ingress/Egress over Private Roadway of even date herewith which also covers the subdivision.

V.

SEWAGE SYSTEMS

All sewage disposal systems constructed shall be by sewage collection lines or septic tank and field drains permitted and approved by the Texas State Health Department or other appropriate state or county health agencies and as administered by the local licensing agency or authority having proper jurisdiction thereof. In no event shall a cesspool or outdoor toilet be permitted on any Lot.

VI.

ANIMALS

No animals will be permitted on any Lot other than those that are normally found in a suburban subdivision for private residential use and pleasure, with it being specifically understood that no hogs, goats or sheep will be permitted on any Lot, and that no animal or fowl commercial feeding or sales operation will be permitted on any Lot. Dogs and cats or other generally recognized household pets, and cattle, poultry and horses of a reasonable number, shall be permitted, provided that they are kept and maintained in a clean and sanitary manner which does not create noxious and offensive odors for adjoining Lot Owners.

VII.

FIREARMS

No commercial use of guns, pistols, rifles or other firearms shall be permitted by Owners or their guests, nor shall any commercial target practice of any nature be permitted on any Lot. There shall be no commercial range or place for the testing of weapons or explosives.

VIII.

SIGNS

Only one sign of any kind shall be displayed to the public view on any Lot facing the Private Roadway serving the Lots. Such sign shall not be more than twelve (12) square feet in area. Declarant reserves the right to use any sized signs during the initial marketing of the subdivision.

IX.

VEHICLES

No trailer, tent, boat or stripped down, wrecked, junked, or inoperable vehicle shall be kept, parked, stored, or maintained on any portion of a tract except within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or the Private Roadway. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment

shall be permitted in any driveway or yard adjacent to the Private Roadway.

X.

RESUBDIVISION

Each Lot may be resubdivided; provided, however, no resulting Lot shall be permitted which is smaller than ten (10) acres if the occupant of such Lot must use the Private Roadway for access.

XI.

SETBACKS

No structure or improvements of any kind shall be erected or placed within one hundred feet (100') of the Private Roadway or closer than fifty feet (50') from any perimeter property line. Existing improvements at the time of recording this document are excluded, and any improvements with prior approval of Declarant are excluded.

XII.

FENCING

No chain link or temporary type fencing is allowed along the Private Roadway.

XIII.

HOMES

No mobile homes or manufactured houses will be allowed on any Lot. New home construction must be completed within twelve (12) months from the time of commencement of such construction.

XIV.

ENFORCEMENT

Any Owner of a Lot or the Woodland Ranch Estates Maintenance Association as a body representing all Lot Owners is granted the power to enforce any and all restrictions, as set forth herein. Failure by any Owner or the Association to enforce any restriction shall in no event be deemed as a waiver of the right to do so thereafter.

XV.

AMENDMENTS

These restrictions may be amended or a waiver thereto granted only by a written instrument executed by the Owners of legal title to at least fifty-one percent (51%) of the then platted Lots comprising the subdivision.

EXECUTED this 6th day of October, 1989.


BRUCE W. BAKER

DECLARANT


NOW COME the undersigned Owners of one or more of the Lots covered hereby (or a portion of one or more of such Lots) to hereby join in and ratify this Declaration of Restrictions for Woodland Ranch Estates, for all purposes.


JESSE A. BAKER


DANNY R. MERKEL


BRENDA B. MERKEL


RAMIRO PENA


SALLY J. DUNN


SHERYL S. BAKER

GF29478

**AMENDMENT TO DECLARATION OF RESTRICTIONS
WOODLAND RANCH ESTATES**

THE STATE OF TEXAS §
 §
COUNTY OF KENDALL §

WHEREAS, a Declaration of Restrictions Woodland Ranch Estates has been filed of record in Volume 320, Page 876, Kendall County Official Records (hereinafter referred to as the "Declaration"), said Declaration creating certain easements, restrictions, covenants and conditions covering the Property described therein; and

WHEREAS, as required by Article XV of the Declaration, the Owners of legal title to at least fifty-one percent (51%) of the currently platted lots in Woodland Ranch Estates are desirous of amending the Declaration as evidenced by their signatures below.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Declaration is hereby amended in the following respects, effective immediately:

ARTICLE VI is hereby amended to read as follows:

No animals will be permitted on any Lot other than those that are normally found in a suburban subdivision for private residential use and pleasure, with it being specifically understood that no hogs will be permitted on any Lot, and that no animal or fowl commercial feeding or sales operation will be permitted on any Lot. Dogs and cats or other generally recognized household pets, and cattle, poultry, horses, ~~ponies~~ and sheep of a reasonable number, shall be permitted, provided that they are kept and maintained in a clean and sanitary manner which does not create noxious and offensive odors for adjoining Lot Owners.

EXCEPT AS HEREBY MODIFIED OR AMENDED, the remaining provisions of the Declaration consistent with the terms hereto are hereby RATIFIED and AFFIRMED for all purposes.

SIGNED THIS 9/10/11 day of MARCH, 2008.

Israel Pena
Patricia K. Pena
 Names: ISRAEL PENA
PATRICIA K. PENA
 Owners of Lot: 7

Doris A. Dent
Dyer R. Dents
 Names: DORIS A. DENT
DYER R. DENTS
 Owners of Lot: A-1

Patrick J. O'Toole
Dorothy M. O'Toole
 Names: PATRICK J. O'TOOLE
DOROTHY M. O'TOOLE
 Owners of Lot: 6

Michael R. Clark
Carole R. Clark
 Names: Michael R. Clark
Carole R. Clark
 Owners of Lot: C

Gary Galbreath
Brenda Galbreath
 Names: GARY GALBREATH
BRENDA GALBREATH
 Owners of Lot: 3

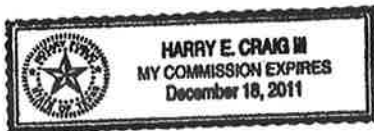
A.K. Collingwood
Kellie Collingwood
 Names: A.K. COLLINGWOOD
KELLIE COLLINGWOOD
 Owners of Lot: E-A1

Kimberly J. McClelland
Shawn P. McClelland
 Names: KIMBERLY J. MCCLELLAND
SHAWN P. MCCLELLAND
 Owners of Lot: 2

Harold Jungman
Wanda A. Jungman
 Names: HAROLD JUNGMAN
WANDA A. JUNGMAN
 Owners of Lot: 5

STATE OF TEXAS §
 COUNTY OF KENDALL §

This instrument was acknowledged before me on the 9TH day of MARCH, 2008,
 by ISRAEL PENA and PATRICIA K. PENA.



James C. Craig
 Notary Public, State of Texas

Grabel Pena
Grabel Pena
 Names: GRABEL PENA
PATRICIA K PENA
 Owners of Lot: 1

Names: _____
 Owners of Lot: _____

Tracey Yarbrough
Tracey Yarbrough
 Names: TRACEY YARBROUGH
TRACEY YARBROUGH
 Owners of Lot: 4

Names: _____
 Owners of Lot: _____

Thomas Robertson
Thomas Robertson
 Names: THOMAS ROBERTSON
KERIANNE ROBERTSON
 Owners of Lot: D

Names: _____
 Owners of Lot: _____

Names: _____
 Owners of Lot: _____

Names: _____
 Owners of Lot: _____

STATE OF TEXAS §
 COUNTY OF _____ §

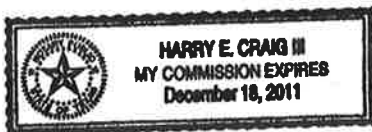
This instrument was acknowledged before me on the ____ day of _____, 2008,
 by _____ and _____.

See ATTACHED
 Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 9th day of MARCH, 2008,
by MICHAEL R. CLARK and CAROLE R. CLARK.

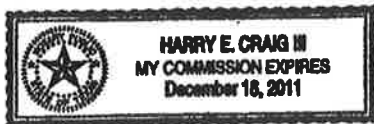
Harry E. Craig III
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 9th day of MARCH, 2008,
by GARY GALEBREATH and BRENDA GALEBREATH.

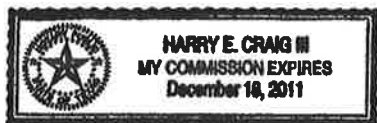
Harry E. Craig III
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF KENDALL §

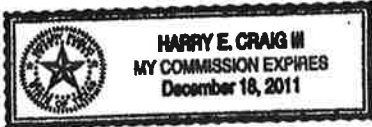
This instrument was acknowledged before me on the 9th day of MARCH, 2008,
by A.K. COLLINGSWOOD and KELIE COLLINGSWOOD.

Harry E. Craig III
Notary Public, State of Texas

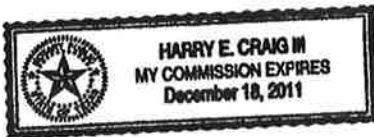


STATE OF TEXAS §

AMENDMENT TO WOODLAND RANCH ESTATES
DECLARATION OF RESTRICTIONS
Woodland Ranch Amendment
Page 3 of 5

COUNTY OF KENDALL §This instrument was acknowledged before me on the 9th day of MAR, 2008,
by Israel Pena and PATRICIA K. PENNA.

Harry E. Craig III
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF KENDALL §This instrument was acknowledged before me on the 9th day of MARCH, 2008,
by DYER, BOLES and DORIS A. PENN.

Harry E. Craig III
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF KENDALL §This instrument was acknowledged before me on the 9th day of MARCH, 2008,
by PATRICK J. O'TOOLE and DOROTHY M. O'TOOLE.

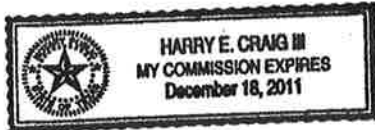
Harry E. Craig III
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF KENDALL §

STATE OF TEXAS §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 9th day of MARCH, 2008,
by KIMBERLY J. McLELLAND & SHAWN P. McLELLAND.

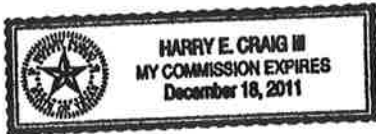
Harry E. Craig III
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 18th day of MARCH, 2008,
by HAROLD JUNGMAN and WANNA JUNGMAN.

Harry E. Craig III
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF KENDALL §

This instrument was acknowledged before me on the 10 day of MARCH, 2008,
by BURL YARBROUGH and TRACEY YARBROUGH.

Harry E. Craig III
Notary Public, State of Texas



STATE OF TEXAS §

This instrument was acknowledged before me on the 17th day of MARCH, 2008,
by THOMAS ROBERTSON and KERIANNE ROBERTSON.

[Signature]
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

ISRAEL PENA
908 SOUTH MAIN ST
BRECKENRIDGE, TX 78009

PREPARED IN THE LAW OFFICE OF:

Sid Lawrence, III
512 Heimer Road
San Antonio, Texas 78232
(210) 495-5560

STATE OF TEXAS, COUNTY OF KENDALL
I hereby certify that this instrument was filed in File
Number Sequence on the date and at the time
stamped hereon and was duly recorded in the
Official Records of Kendall County, Texas on:



MAR 13 2008

DARLENE HERRIN, County Clerk
Kendall County, Texas

By: [Signature] Deputy

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Mar 12, 2008 at 04:26P

Document Number: 00230078
Total Fees : 35.00

Receipt Number - 108599
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

[Signature]

320. 860

DECLARATION OF INGRESS/EGRESS EASEMENTS
OVER PRIVATE ROADWAY
(WITH MAINTENANCE COVENANTS)

2124

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS;
COUNTY OF KENDALL §

THIS DECLARATION, made on the date hereinafter set forth by
BRUCE W. BAKER (hereinafter referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain of the following
property in Kendall County, Texas, which is more particularly
described as follows, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, A, B, C, D and E, WOODLAND
RANCH ESTATES, as more particularly described on a plat
recorded in Volume _____, Page _____, of the Deed
and Plat Records of Kendall County, Texas; and the
Private Roadway depicted thereon as "Woodland Ranch
Road" and described by field notes in Exhibit A at-
tached hereto;

NOW, THEREFORE, Declarant hereby declares that all of the
aforesaid properties shall be held, sold and conveyed, subject to
the following easements, restrictions, covenants and conditions
which are for the purpose of providing and assuring access to
such properties, together with the maintenance thereof, and which
shall run with the real property and be binding on all parties
having any right, title or interest in the described properties
or any part thereof, their heirs, successors or assigns, and
shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1 "Association" shall mean and refer to WOODLAND
RANCH ESTATES MAINTENANCE ASSOCIATION, a Texas nonprofit corpora-
tion, its successors and assigns.

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Section 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any of the platted Lots which comprise the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 "Properties" shall mean and refer collectively to the lots and Private Roadway covered hereby.

Section 1.4 "Private Roadway" shall mean that one certain fifty foot (50') wide strip of real property depicted on the aforesaid plat as "Woodland Ranch Road," and being more particularly described in field notes in Exhibit A.

Section 1.5 "Lot" shall mean and refer to any separately platted lot shown upon the aforesaid recorded subdivision plat of the Properties: more specifically, Lots 1, 2, 3, 4, 5, 6, 7, A, B, C, D and E.

Section 1.6 "Declarant" shall mean and refer to BRUCE W. BAKER.

ARTICLE II

EASEMENT RIGHTS

Section 2.1 Owner's Easements of Enjoyment and Ingress/-Egress: Every Owner and the Association shall have a perpetual nonexclusive right and easement of enjoyment in and to the Private Roadway, and the rights and easements of vehicular and pedestrian ingress and egress over, upon and across such Private Roadway, which shall be appurtenant to and shall pass with the title to every Lot within the Properties, and shall be used in common with the use of the Private Roadway by others legally entitled to use same.

Section 2.2 Delegation of Uses: Any Owner may delegate his right of enjoyment and ingress/egress easement in and to the Private Roadway to the members of his family, his tenants or contract purchasers who reside on such Owner's Lot.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every then Owner of a Lot which is subject to assessment, as hereinafter provided, shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Every Owner shall have one (1) vote for each Lot owned.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Assessments: The Declarant, for each Lot owned within the Properties, hereby covenants (and each Owner of any Lot by joinder hereto or by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed likewise covenants) to pay to the Association from time to time special assessments for repairs, capital improvements or maintenance as established and voted on by the Association.

The special assessments, together with interest thereon, and reasonable collection costs and reasonable attorneys' fees associated therewith, shall be a charge on the Properties and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest thereon, and reasonable collection costs and reasonable attorneys' fees associated therewith, shall also be the personal obligation of the person or entity who was the Owner of the applicable Lot at the time when the assessment became due and owing.

Section 4.2 Purpose of Assessment: The special assessments levied by the Association shall be used exclusively for the repair, maintenance, replacement and/or improvements of the Private Roadway from time to time, or for the enforcement of the terms of this Declaration and the Declaration of Restrictions for Woodland Ranch Estates which is being executed contemporaneously herewith.

Section 4.3 Due Date of Special Assessments for Capital Improvements: The special assessments provided for in this Article IV shall be due on or before thirty (30) days from the date that the Association bills each Owner therefor.

Section 4.4 Uniform Rate of Assessment: Special assessments must be fixed at a uniform rate for all Lots.

Section 4.5 Effect of Nonpayment of Assessments - Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment lien against such Owner's Lot. Each current Owner and subsequent Owner, by such Owner's acceptance of a Deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an auction brought in the name of the Association in a like manner as a mortgagor or deed of trust lien in real property; and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Private Roadway or abandonment of such Owner's Lot.

Section 4.6 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage secured by a purchase money lien or an improvement lien. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to

320. 961

Payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE V

USE RESTRICTIONS

The following restrictive covenants shall apply to the use of the Private Roadway by the Owners:

Section 5.1 Obstruction of Private Roadway: Parking of Vehicles: There shall be no obstruction of the Private Roadway nor any permanent or temporary curbs or other barriers erected thereupon. Nothing shall be stored in the Private Roadway; it must be kept open and unobstructed on a twenty-four hour basis and available for the free and uninterrupted flow of pedestrian and vehicular traffic thereover. No automobiles, trucks, boats, trailers, motor homes, recreational vehicles or other vehicles shall be kept or parked in any portion of the Private Roadway, either permanently or temporarily.

Section 5.2 Waste: No waste will be committed in or upon the Private Roadway.

Section 5.3 Nuisances: No noxious or offensive activity shall be carried on upon the Private Roadway by any Owner, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Enforcement: The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all easements, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6.3 Amendment: The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first 20-year period by an instrument signed by the Owners of legal title to at least ninety percent (90%) of the Lots within the Properties, and thereafter by an instrument signed by the Owners of legal title to at least seventy percent (70%) of the tracts within the Properties. No such amendments, however, may result in any Owner not having access to his Lot over, upon and across the Private Roadway unless all Owners so agree in writing. Any amendment must be recorded in the Official Records of Kendall County, Texas. Notwithstanding anything contained to the contrary in the provisions in this Section, the rights and easements granted and/or created in Article II hereof shall be perpetual and may not be amended or modified without the written joinder of every Owner.

Section 6.4 Leases: Any lease agreement between an Owner and such Owner's lessee covering a Lot covered hereby shall provide that the lease shall be subject in all respects to the provisions of this Declaration, and that any failure by the lessee to comply with the terms of this document shall be a default in the lease. All such leases shall be in writing.

Section 6.5 Affairs of Association: The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Lot Owners who shall be elected by a majority vote of the Owners being entitled to at least ten (10) days' prior written notice of any such meeting. Meetings of the Association, once formed, may be called by the Board of Directors or by a

320- 866

majority of the Owners at any time or times, provided the afore-said described 10-day notice is given to all Owners. It is anticipated that the affairs of the Association shall be very minimal in nature in view of the fact that the sole purpose of such organization shall be to administer the maintenance needs of the Private Roadway and to enforce the provisions of this Declaration and the Declaration of Restrictions for Woodland Ranch Estates.


Section 6.6 Conversion to County Roadway: The Association may elect to petition Kendall County for acceptance and maintenance of the Private Roadway. However, ninety percent (90%) written concurrence of all Lot Owners will be required. The Private Roadway would then be brought up to the current specifications of Kendall County with the cost of any such required improvements being equally borne by all Lot Owners.


EXECUTED this 6th day of October, 1989.

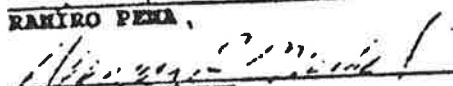

BRUCE W. BAKER

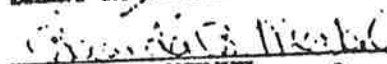
NOW COME the undersigned Owners of one or more of the Lots covered hereby (or a portion of one or more of such Lots) to hereby join in and ratify this Declaration of Ingress/Egress Easements Over Private Roadway (With Maintenance Covenants) for Woodland Ranch Estates, for all purposes.


JESSE A. BAKER


SHERYL S. BAKER


RAMIRO PEMA


DENNY R. MERKEL


BRENDA B. MERKEL


SALLY J. DUNN

RLK:bb8:43
091089-1

320. 870

EXHIBIT A

4.616 acres of land in Kendall County, Texas, being more particularly described as follows:

Field notes of a 2.986 acre, more or less, tract of land out of the P. Bryan Survey No. 209, Kendall County, Texas, being a strip of land for road purposes and being more fully described as follows:

Beginning at an iron pin set in a south line of Ammann Road for the northwest corner of this tract, said pin being N 18°02' E 5,528' from the apparent southwest corner of the P. Bryan Survey No. 209;

Thence, with said line of Ammann Road S 87°20'17" E 100.00' to an iron pin set for corner;

Thence, with the arc of a curve having a radius of 25.00' an angular distance of 90°00'00" and a linear distance of 39.27' (chord bears S 47°39'43" W 35.35') to an iron pin set;

Thence, with an eastern side of this strip S 02°39'43" W 110.79' to an existing iron pin at the beginning of a curve;

Thence, with the arc of this curve having a radius of 227.24' an angular distance of 26°30'19", and a linear distance of 105.12' (chord bears S 15°53'30" W 104.19') to an existing iron pin at the beginning of another curve;

Thence, with the arc of this curve having a radius of 265.20' an angular distance of 20°14'44" and a linear distance of 93.71' (chord bears S 19°04'26" W 93.22') to an existing iron pin for corner;

Thence, continuing with the eastern side of this strip S 08°55'42" W 226.50' to an existing iron pin at the beginning of a curve;

320 871

Thence, with the arc of said curve having a radius of 1,003.91' an angular distance of $5^{\circ}47'31''$ and a linear distance of 101.48' (chord bears $S 11^{\circ}30'43'' W 101.44'$) to an existing iron pin;

Thence, continuing with the eastern side of this strip $S 14^{\circ}43'38'' W 409.43'$ to an existing iron pin at the beginning of a curve;

Thence, with the arc of said curve having a radius of 212.66' an angular distance of $41^{\circ}32'32''$ and a linear distance of 154.19' (chord bears $S 35^{\circ}29'31'' W 150.83'$) to an existing iron pin;

Thence, continuing with the eastern side of this strip $S 56^{\circ}16'55'' W 51.71'$ to an existing iron pin at the beginning of a curve;

Thence, with the arc of this curve having a radius of 249.79' an angular distance of $21^{\circ}24'17''$ and a linear distance of 93.32' (chord bears $S 45^{\circ}36'23'' W 92.78'$) to an iron pin set;

Thence, continuing with the eastern side of this strip $S 34^{\circ}55'45'' W 283.19'$ to an existing iron pin at the beginning of a curve;

Thence, with the arc of said curve having a radius of 276.35' an angular distance of $21^{\circ}40'27''$ and a linear distance of 104.54' (chord bears $S 45^{\circ}42'39'' W 103.92'$) to an iron pin set;

Thence, continuing with the east side of this strip $S 56^{\circ}35'05'' W 32.11'$ to an existing iron pin at the beginning of a curve;

Thence, with the arc of said curve having a radius of 93.59' an angular distance of $47^{\circ}31'12''$ and a linear distance of 81.77' (chord bears $S 32^{\circ}50'09'' W 79.45'$) to an existing iron pin;

320- 872

Thence, continuing with the eastern side of this strip S 09°03'16" W 164.86' and S 04°54'48" W 556.97' to an iron pin set for the southeast corner of this strip, said pin also being the northeast corner of a strip in a 151.955 acre tract;

Thence, across the southern end of this strip S 89°49'59" W 50.07' to an iron pin set for corner;

Thence, with the western side of this strip N 02°56'21" E 3.57', N 04°54'48" E 559.64' and N 09°03'16" E 166.67' to an iron pin set at the beginning of a curve;

Thence, with the arc of said curve having a radius of 148.59' an angular distance of 47°31'25" and a linear distance of 123.25' (chord bears N 32°49'50" E 119.74') to an iron pin set;

Thence, continuing with the western side of this strip N 56°35'05" E 32.11' to an iron pin set at the beginning of a curve;

Thence, with the arc of said curve having a radius of 226.35' an angular distance of 21°40'42" and a linear distance of 85.64' (chord bears N 45°42'01" E 85.13') to an iron pin set;

Thence, continuing with the western side of this strip N 34°55'48" E 283.19' to an iron pin set at the beginning of a curve;

Thence, with the arc of said curve having a radius of 299.79' an angular distance of 21°23'45" and a linear distance of 111.95' (chord bears N 45°36'24" E 111.30') to an iron pin set;

Thence, continuing with the western side of this strip N 56°16'55" E 51.71' to an iron pin set at the beginning of a curve;

320- 873

Thence, with the arc of said curve having a radius of 162.66' an angular distance of $41^{\circ}32'18''$ and a linear distance of 117.93' (chord bears N $35^{\circ}29'17''$ E 115.26') to an iron pin set;

Thence, continuing with the western side of this strip N $14^{\circ}43'30''$ E 409.43' to an iron pin set at the beginning of a curve;

Thence, with the arc of said curve having a radius of 953.91' an angular distance of $5^{\circ}47'30''$ and a linear distance of 96.43' (chord bears N $11^{\circ}50'47''$ E 96.38') to an iron pin set;

Thence, continuing with the western side of this strip N $08^{\circ}55'22''$ E 226.49' to an iron pin set at the beginning of a curve;

Thence, with the arc of said curve having a radius of 315.20' an angular distance of $20^{\circ}14'58''$ and a linear distance of 111.40' (chord bears N $19^{\circ}04'19''$ E 110.82') to an iron pin set at the beginning of another curve;

Thence, with the arc of this curve having a radius of 177.21' an angular distance of $26^{\circ}29'49''$ and a linear distance of 81.97' (chord bears N $15^{\circ}52'52''$ E 81.24') to an iron pin set;

Thence, continuing with the western side of this strip N $01^{\circ}37'43''$ E 110.79' to an iron pin set at the beginning of a curve;

Thence, with the arc of this curve having a radius of 25.00' an angular distance of $90^{\circ}00'00''$ and a linear distance of 39.27' (chord bears N $42^{\circ}20'17''$ W 35.36') to the place of beginning and containing 2.986 acres of land, more or less.

Field notes of a 1.630 acre, more or less, tract of land out of the P. Bryan Survey No. 209, Kendall County, Texas, being a strip of land for road purposes into a 151.955 acre tract as described in deed recorded in Volume 256, Page 908, Kendall County Deed Records and being more fully described as follows:

Beginning at an existing iron pin in the north line of the aforementioned 151.955 acre tract for the northeast corner of this tract, said pin being N 18°50' E 3,050' from the apparent southwest corner of the P. Bryan Survey No. 209;

Thence, with the east side of this strip of land S 02°56'21" W 592.92' and S 01°02'12" W 675.23' to an iron pin set at the beginning of a cul-de-sac;

Thence, with the arc of said curve having a radius of 50.00' and a central angle of 300°00' a linear distance of 261.80' (chord bears N 88°57'48" W 50.00') to an iron pin set;

Thence, with the west side of this strip of land N 01°02'12" E 676.06' and N 02°56'21" E 591.04' to an iron pin set in the aforementioned north line of 151.955 acre tract;

Thence, with this north line N 89°49'59" E 50.07' to the place of beginning and containing 1.630 acres of land, more or less.

320...875

FILED FOR RECORD

1989 OCT 10 AM 10:26

DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY

BY

Paula Hitt

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamp-
ed herein by me and was duly RECORDED, in the
Official Records of Kendall County, Texas on.

OCT 12 1989



Darlene Herrin

County Clerk
Kendall County, Texas

BY

Paula Hitt

Deputy

ELECTRIC UTILITY EASEMENT

325-715

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF

73534

THAT "Woodland Ranch Estates" by Jesse A. Baker, Bruce W. Baker, Ramero Pena, and
 Danny R. Merkel, Brenda J. Merkel and Sally J. Dunn

Kendall County, Texas, for and in consideration of ONE DOLLAR (\$1.00)
 to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City,
 Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents
 do grant, sell and convey unto the said Cooperative, an easement and right-of-way as hereinafter
 described for an electric transmission and/or distribution line, consisting of variable number of wires,
 and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood,
 metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the
 following described lands located in Kendall County, Texas, to-wit:

A subdivision of a 245.461 acres, more or less, tract of land out of the P. Bryan
 Survey No. 209, Abstract No. 53, Kendall County, Texas into twelve lots and a
 private road 4,088 feet in length containing 4.616 acres of land, more or less.

The aforementioned 245.461 acres being recorded in Volume 2 Pages 123 - 125
 in the Records of Maps and Plats of Kendall County, Texas as "Woodland Ranch Estates".

This easement shall consist of a strip of land (10) feet of the front lot lines,
 and five (5) feet of the side lot lines of all lots within "Woodland Ranch Estates".
 Also the easement rights herein reserved include the privilege of anchoring any
 support cables or other devices outside of 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
 easements as long as such items do not prevent the construction of buildings on any
 of the lots and/or tracts of this subdivision.

Location of the right-of-way hereby conveyed is shown on plat attached hereto marked Exhibit A and
 included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of
 way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on,
 maintaining and removing said lines and appurtenances; the right to relocate within the limits of said
 right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions
 which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative,
 its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and
 forever defend all and singular the above described easement and rights unto the said Cooperative, its
 successors and assigns, against every person whomsoever lawfully claiming or to claim the same or
 any part thereof.

WITNESS _____ hand(s) this 30 day of August 19 89

Jesse A. Baker

Ramero Pena

Danny R. Merkel

Bruce W. Baker

Sally J. Dunn

Brenda J. Merkel

---NOTARIZE ON BACK---
 PEDERNALES ELECTRIC COOPERATIVE, INC.
 HC3 BOX 27B
 CANYON LAKE, TEXAS 78133-0510

THE STATE OF TEXAS
COUNTY OF Brewer 326-716

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of Sept, 89
Kathleen Hoffmann
Notary Public in and for
Brewer County, Texas
KATHLEEN HOFFMANN
Notary Public, Brew County, Texas
My Commission Expires 10/31/92

THE STATE OF TEXAS
COUNTY OF Brewer

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of Sept, 89
Kathleen Hoffmann
Notary Public in and for
Brewer County, Texas
KATHLEEN HOFFMANN
Notary Public, Brew County, Texas
My Commission Expires 10/31/92

THE STATE OF TEXAS
COUNTY OF Brewer

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of Aug, 1989
Kathleen Hoffmann
Notary Public in and for
Brewer County, Texas
KATHLEEN HOFFMANN
Notary Public, Brew County, Texas
My Commission Expires 10/31/92

THE STATE OF TEXAS
COUNTY OF Brewer

BEFORE ME, the undersigned authority, on this day personally appeared _____
Danny R. Merkel and Brenda J. Merkel, known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of Aug, 89
Kathleen Hoffmann
Notary Public in and for
Brewer County, Texas

THE STATE OF TEXAS
COUNTY OF Brewer

KATHLEEN HOFFMANN
Notary Public, Brew County, Texas
My Commission Expires 10/31/92

BEFORE ME, the undersigned authority, on this day personally appeared _____

Sally J. Dunn, known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of Sept, 1989
Kathleen Hoffmann
Notary Public in and for
Brewer County, Texas
KATHLEEN HOFFMANN
Notary Public, Brew County, Texas
My Commission Expires 10/31/92

BOL 326 PAGE 717

FILED FOR RECORD

1990 FEB 21 PM 2:20

DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY

BY Paula Huffer 500

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamp-
ed hereon by me; and was duly RECORDED, in the
Official Records of Kendall County, Texas on:

FEB 22 1990



Darlene Herrin
County Clerk
Kendall County, Texas

BY Paula Huffer
Deputy

320 854

BYLAWS

OF

**WOODLAND RANCH ESTATES
MAINTENANCE ASSOCIATION**

72126

ARTICLE I

NAME AND LOCATION

Section 1.1 Name. The name of the Corporation is WOODLAND RANCH ESTATES MAINTENANCE ASSOCIATION, hereinafter referred to as the "Association."

Section 1.2 Location. The principal office of the Corporation shall be located at 222 South Main, Boerne, Texas 78006, but meetings of members and Directors may be held at such places within The State of Texas, County of Bexar, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.1 "Association" shall mean and refer to WOODLAND RANCH ESTATES MAINTENANCE ASSOCIATION, a Texas nonprofit corporation, its successors and assigns.

Section 2.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.3 "Properties" shall mean and refer to that certain real property described in the Declaration of Ingress/Egress Easements Over Private Roadway (With Maintenance Covenants), which is located within the jurisdiction of the Association.

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091089-1

Section 2.4 "Private Roadway" shall mean and refer to a fifty foot (50') wide strip of real property known as Woodland Ranch Road and being more particularly described in the Declaration.

Section 2.5 "Lot" shall mean and refer to any of the following separately platted Lots shown upon the aforesaid recorded subdivision plat of the properties, Lots 1, 2, 3, 4, 5, 6, 7, A, B, C, D and E.

Section 2.6 "Declarant" shall mean and refer to Bruce W. Baker.

Section 2.7 "Declaration" shall mean and refer to the Declaration of Ingress/Egress Easements Over Private Roadway (With Maintenance Covenants), hereinafter referred to as the "Declaration," applicable to the Properties to be duly recorded in the Official Records of Kendall County, Texas.

Section 2.8 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter at the hour of 7:30 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10)

but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The presence at the meeting of Members entitled to cast (or of proxies entitled to cast), one-fourth (1/4) of the votes of the membership, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 4.1 Number. The affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association.

Section 4.2 Term of Office. At the first annual meeting, the Members shall elect three (3) Directors for a term of one (1) year and at each annual meeting thereafter, the same procedure shall be followed.

Section 4.3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members

of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee or may be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and one or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from Members for vacancies to be filled.

Section 5.2 Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of

the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Private Roadway, and to establish penalties for the infraction thereof.

(b) 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, the Articles of Incorporation or the Declaration.

(c) 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) Enter into contracts pertaining to the Private Roadway with independent contractors or municipalities.

Section 7.2 Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate 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 three-fourths (3/4) of the Members.

(b) Supervise all officers, agents and employees (if any) of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the special assessments against each Lot as same becomes necessary to carry out the purposes for which the Association was formed;

(2) send written notice of each special assessment to every Owner subject thereto; and

(3) foreclose the lien against any property for which special 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) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any special assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states a special assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Cause the Private Roadway to be maintained, repaired, replaced (when necessary) or otherwise improved as such actions become necessary and appropriate.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, by resolution create. Any one individual can hold one or more offices.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.

Section 8.8 Duties. The duties of the officers are as follows:

(a) President. The President shall preside at meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all necessary instruments to effectuate the business of the Association, except as may be otherwise approved by the Board of Directors.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; and shall prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

BOOKS AND RECORDS

Section 9.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
COMMITTEES

Section 10.1 The Association may appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI
ASSESSMENT

Section 11.1 As more fully provided in the Declaration, each Member is obligated to pay to the Association special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any special assessments which are not paid when due shall be delinquent. If the special assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such special assessment. No Owner may waive or otherwise escape liability for the special assessments provided for herein by non-use of the private driveway or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

Section 12.1 The Association shall not be required to have a corporate seal.

ARTICLE XIII
AMENDMENTS

Section 13.1 These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy, except that amendments affecting special assessments require the approval of

seventy-five per cent (75%) of the owners of Lots, with the Owner of each Lot having one vote for every Lot owned.

Section 13.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in each year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the initial Directors of WOODLAND RANCH ESTATES MAINTENANCE ASSOCIATION, have hereunto set our hands this 4th day of April, 1989.

BRUCE W. BAKER

JESSE A. BAKER

ISRAEL PENA

593

320 894

STATE OF TEXAS

S

COUNTY OF DeWitt

S

S

This instrument was acknowledged before me on October 2, 1989, by BRUCE W. BAKER, JESSE A. BAKER and ISRAEL PENA, Directors of the WOODLAND RANCH ESTATES MAINTENANCE ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

Veronica L. Baker
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires: 10/13/91

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of WOODLAND RANCH ESTATES MAINTENANCE ASSOCIATION, a Texas nonprofit corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the initial Board of Directors thereof, held on October 6, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 2nd day of October, 1989.

Veronica L. Baker
Secretary

STATE OF TEXAS
COUNTY OF KENDALL

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 Records of Kendall County, Texas on:

OCT 12 1989



Darlene Herrin
County Clerk
Kendall County, Texas

By: Patricia Hoffer
Deputy

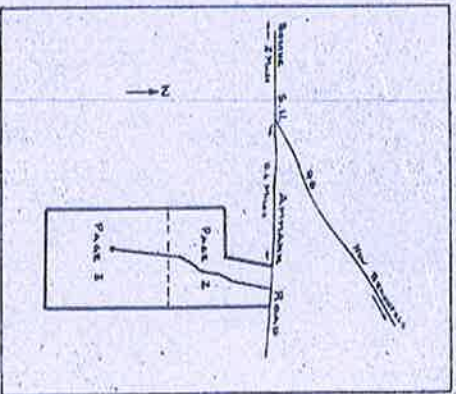
FILED FOR RECORD
1989 OCT 10 AM 10 27
DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY
BY Patricia Hoffer

RLK:bb8:36
091089-1

WOODLAND RANCH ESTATES

72223

LOCATION MAP



A SUBDIVISION OF A 215.461 ACRES, MORE OR LESS, TRACT OF LAND
OUT OF THE J. B. BROWN ESTATE NO. 209, ANTIQUITY NO. 131, KENDALL
COUNTY, TEXAS, TRACT 1070 TRACTS AND A PRIVATE ROAD 4.000 FEET
IN LENGTH, COMMENCING 4.616 ACRES OF LAND, MORE OR LESS.

THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE
PLANNING AND ZONING COMMISSION OF THE CITY OF DALLAS,
TEXAS AND IS HEREBY APPROVED BY SAID COMMISSION ON THE
DATE OF October 1, 1989, A.D.
J. B. Brown
Chairman
Planning & Zoning Commission

THIS SUBDIVISION PLAN OF WOODLAND RANCH ESTATES HAS BEEN
SUBMITTED TO AND CONSIDERED BY THE COMMISSIONED COURT OF
KENDALL COUNTY, TEXAS AND IS HEREBY APPROVED BY SAID COURT.
DATE OF October 1, 1989.
J. B. Brown
County Judge

STATE OF TEXAS
COUNTY OF KENDALL
J. B. Brown
County Judge
J. B. Brown
County Clerk
J. B. Brown
County Clerk

STATE OF TEXAS
COUNTY OF KENDALL
J. B. Brown
County Judge
J. B. Brown
County Clerk
J. B. Brown
County Clerk

STATE OF TEXAS
COUNTY OF KENDALL
J. B. Brown
County Judge
J. B. Brown
County Clerk
J. B. Brown
County Clerk

STATE OF TEXAS
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Shown to and subscribed before me this 11 day of
October, A.D., 1989.



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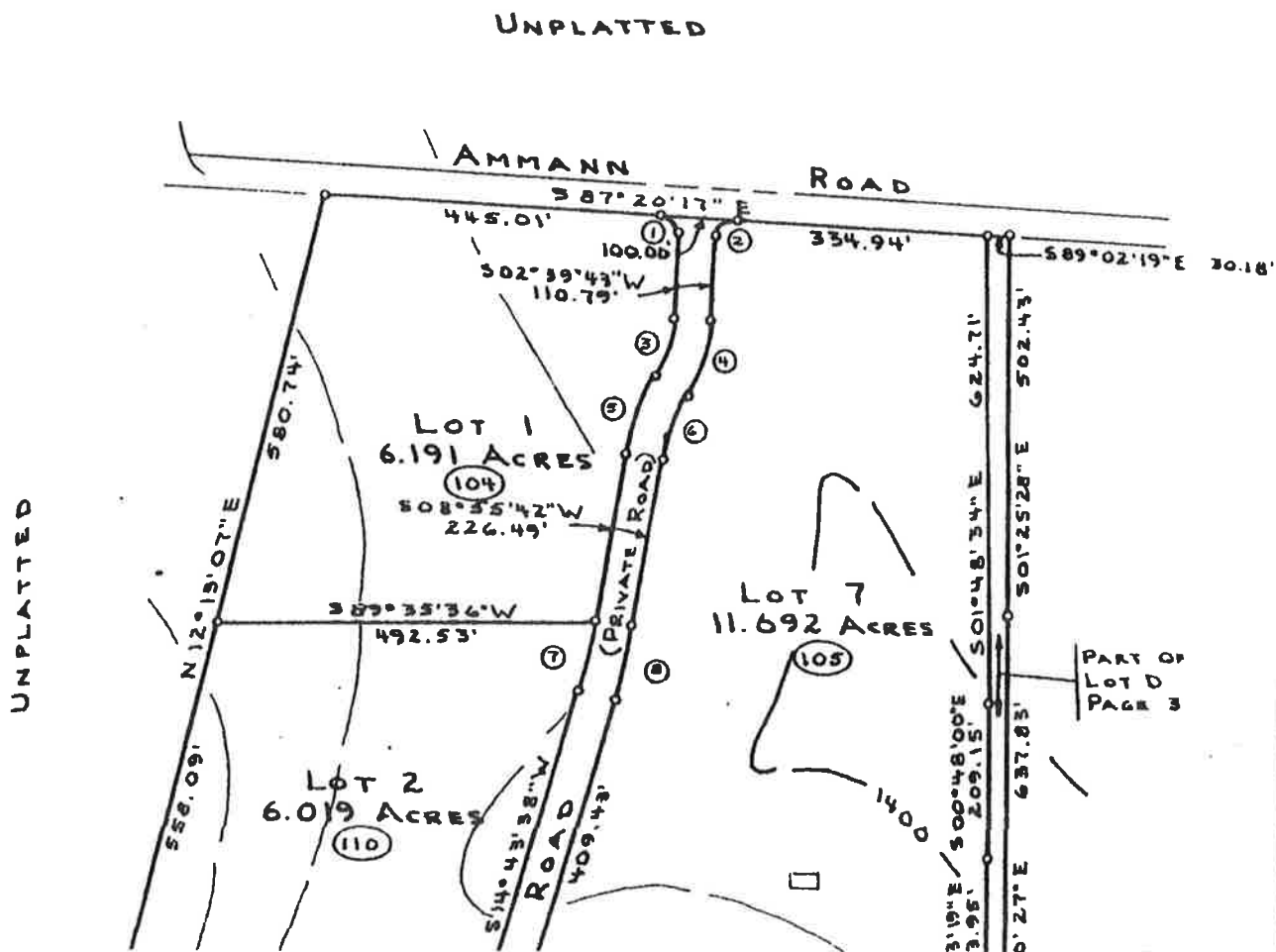
STATE OF TEXAS
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RANCH ESTATES

From Plat of WOODLAND RANCH ESTATES
Volume 2, Page 124, Kendall County Plat Records

UTILITY EASEMENT

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') feet of the rear and front lines and five (5') feet of the side lines of all lots and/or tracts. 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.



SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS COURT OF
KENDALL COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH COURT.

DATED THIS 10th DAY OF October, 1989.

[Signature]
COUNTY JUDGE

Charles Goodman
COMM., PCT. 1

Jim Vallen
COMM., PCT. 2

Victor Phillips
COMM., PCT. 3

Lawrence Klems
COMM., PCT. 4

STATE OF TEXAS :
COUNTY OF KENDALL :

I, Darlene Herrin, COUNTY CLERK OF
SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT
OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED
FOR RECORD IN MY OFFICE ON THE 10th DAY OF October, A.D. 1989
AT 10:21 A.M. IN THE RECORDS OF PLATS OF SAID COUNTY, IN
BOOK VOLUME 2, ON PAGES 123-125.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL
OF OFFICE THIS 10th DAY OF October, A.D., 1989.

Darlene Herrin
COUNTY CLERK, KENDALL COUNTY,
TEXAS.
By: Paula Poffin, Deputy

The engineering consultant of Kendall County, Texas hereby
certifies that this subdivision plat conforms to all
requirements of the Kendall County Commissioners Court
Order as to which his approval is required.

[Signature]
Engineering Consultant

From Plat of WOODLAND RANCH ESTATES
recorded in Volume 2, Page 123, Kendall County Plat Records

GENERAL NOTES

1. This area is not within the 100 year flood hazard
area as shown on F.E.M.A. Map Community-Panel
480417 0262B dated June 17, 1986.
2. Individual wells and private sewage disposal systems
will be utilized in this subdivision.

FILED FOR RECORD
1989 OCT 10 AM 10:26

DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY
BY Paula Pfeffer 21-00

STATE OF TEXAS
COUNTY OF KENDALL
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamp-
ed hereon by me; and was duly RECORDED, in the
Official Records of Kendall County, Texas on:

OCT 12 1989



Darlene Herrin
County Clerk
Kendall County, Texas
BY Paula Pfeffer
Deputy

WOODLAND RANCH ESTATES

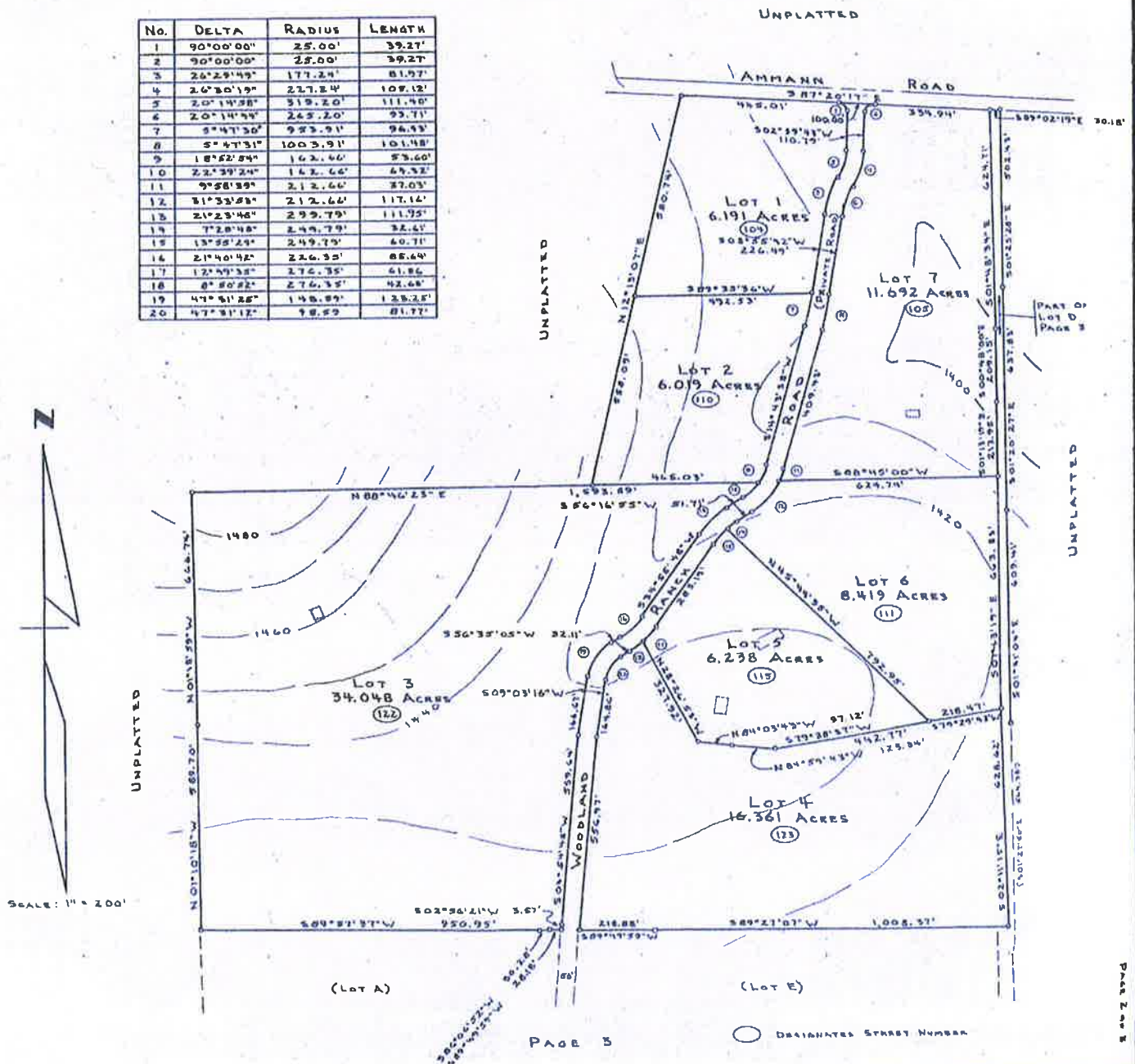
PERCOLATION TESTS

Lot No.	RATE MIN. PER IN.
1	4.2
2	4.1
3	2.4
4	4.8
5	3.1
6	5.1
7	4.7
A	3.2
B	3.2
C	2.2
D	4.4
E	6.5

UTILITY EASEMENT

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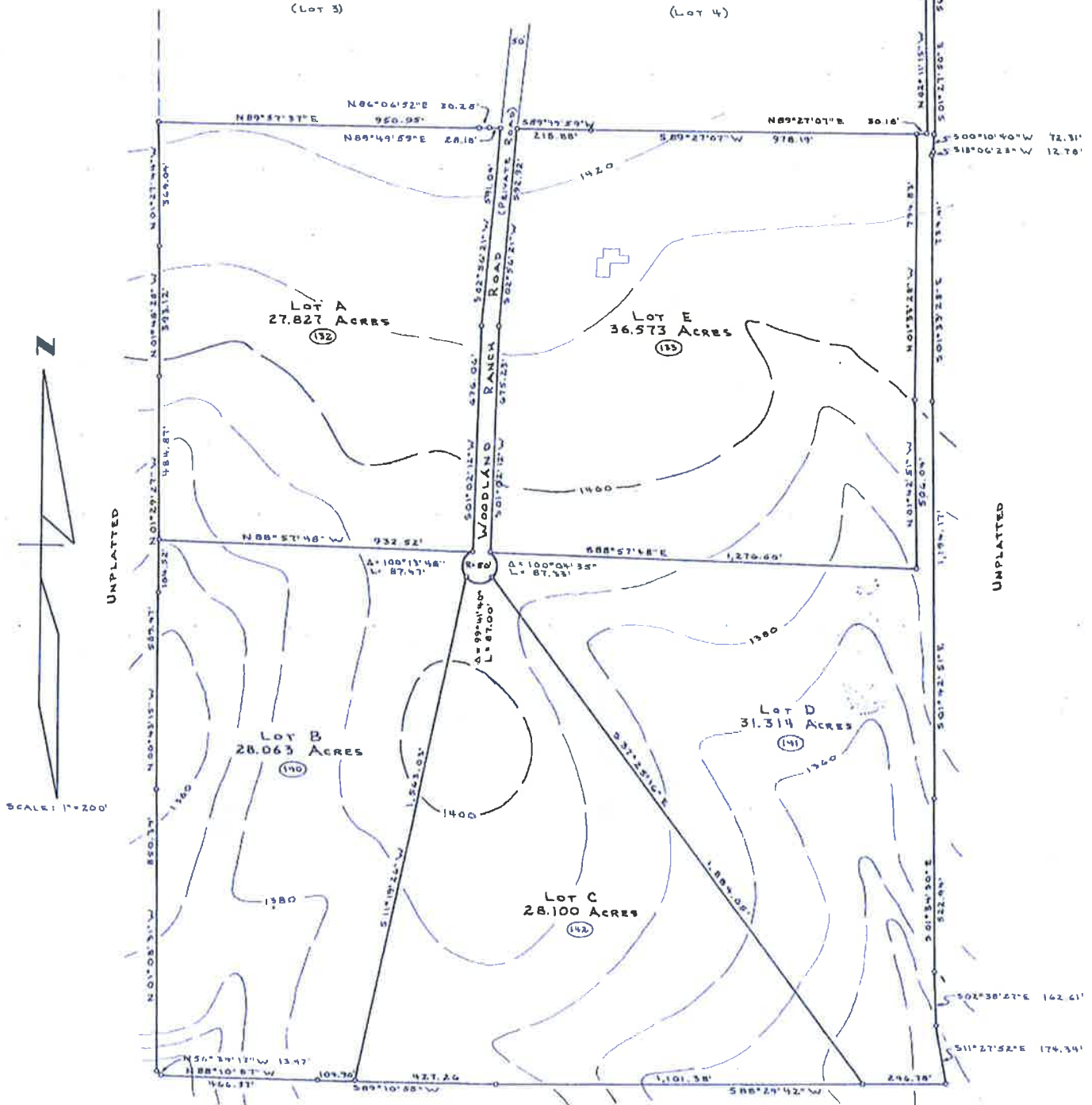
No.	DELTA	RADIUS	LENGTH
1	90°00'00"	25.00'	39.27'
2	90°00'00"	25.00'	39.27'
3	26°29'14"	177.24'	81.97'
4	26°00'19"	277.34'	108.12'
5	20°15'28"	319.20'	111.49'
6	20°14'44"	265.20'	93.71'
7	5°47'30"	995.39'	96.93'
8	5°47'31"	100.39'	101.48'
9	18°52'49"	162.66'	53.60'
10	22°39'24"	162.66'	64.32'
11	9°58'39"	212.66'	37.03'
12	31°33'59"	212.66'	117.16'
13	21°23'46"	299.79'	111.95'
14	7°20'18"	249.79'	32.65'
15	13°50'24"	249.79'	60.71'
16	21°40'42"	226.35'	88.64'
17	12°49'33"	276.35'	61.66'
18	8°50'22"	276.35'	42.66'
19	47°51'25"	148.89'	126.25'
20	47°51'12"	98.89'	81.77'



WOODLAND RANCH ESTATES

PAGE 2

SEE PAGE 2 FOR
CONTINUATION OF
LOT



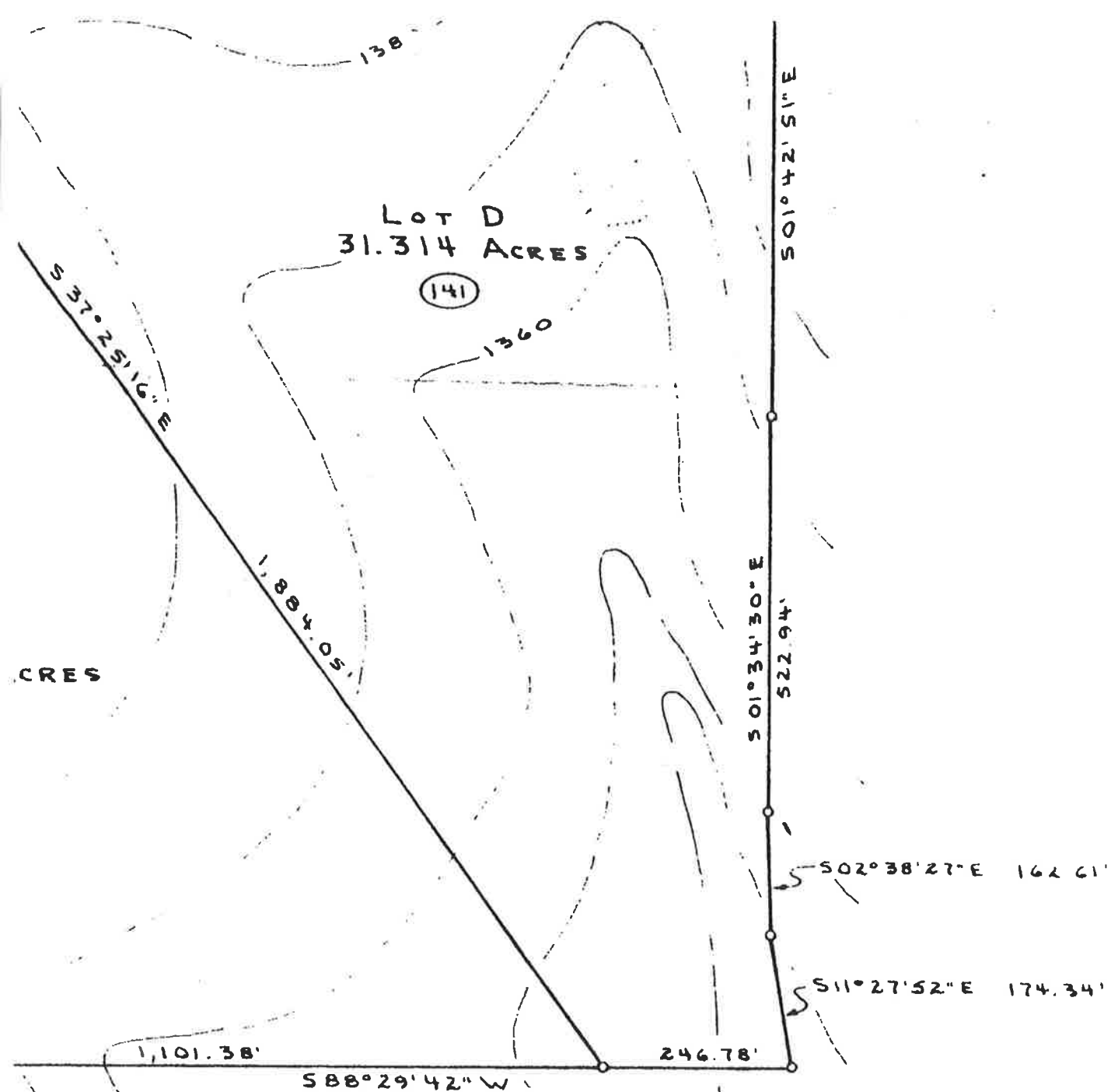
SCALE: 1" = 200'

UNPLATTED

○ DESIGNATES STREET NUMBER

THE WOODLAND RANCH ESTATES OWNERS ASSOC. MAY
ELLECT TO PETITION KENDALL COUNTY FOR ACCEPTANCE
AND MAINTENANCE OF THE PRIVATE ROADWAY.
HOWEVER, NINETY PERCENT (90%) WRITTEN CONSENT
OF ALL LOT OWNERS WILL BE REQUIRED. THE PRIVATE
ROADWAY WOULD THEN BE BROUGHT UP TO THE 1985
SPECIFICATIONS OF KENDALL COUNTY WITH THE COST
OF ANY SUCH REQUIRED IMPROVEMENTS BEING
EQUALLY BORNE BY ALL LOT OWNERS.

PAGE 2 OF 3



From Plat of Woodland Ranch Estates
 recorded in Volume 2, Page 125, Kendall County Plat Records

THE WOODLAND RANCH ESTATES OWNERS ASSOC. MAY
 ELECT TO PETITION KENDALL COUNTY FOR ACCEPTANCE
 AND MAINTENANCE OF THE PRIVATE ROADWAY.
 HOWEVER, NINETY PERCENT (90%) WRITTEN CONCURRENCE
 OF ALL LOT OWNERS WILL BE REQUIRED. THE PRIVATE
 ROADWAY WOULD THEN BE BROUGHT UP TO THE 1989
 SPECIFICATIONS OF KENDALL COUNTY WITH THE COST
 OF ANY SUCH REQUIRED IMPROVEMENTS BEING
 EQUALLY BORNE BY ALL LOT OWNERS.