

6-21-02
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**ONE RIVER POINT
PROPERTY OWNERS ASSOCIATION
AND
RESTRICTIVE COVENANTS**

203/757

Filed this 5 day of Sept 2002
11:56 A.M.

KAREN NEWMAN
County Clerk, Blanco County, Texas
[Signature] Deputy

We, the undersigned, are the present owners of 126.82 acres of land described on Exhibit A, (herein called "the lands") attached hereto and incorporated by reference. To protect and enhance the value of these lands in the future, we hereby:

- (1) Create the One River Point Property Owners' Association, herein called "POA" as defined by article 202.001(2), Vernon's Texas Property Code Annotated;
- (2) Declare the following restrictive covenants shall henceforth apply to the real property described on Exhibit A.

I. ONE RIVER POINT PROPERTY OWNERS' ASSOCIATION:

- A. The POA shall exist from June 21, 2002 until June 21, 2012, and thereafter as it may be extended pursuant to law;
- B. The members of the POA consist of all record owners of fee simple title in and to any of the lands. Each tract shall be entitled one (1) vote.
- C. The governing body of the POA shall consist of three persons elected by a majority of the members at the annual meeting held on the first Monday in June of each year at the Johnson City Bank Building, Johnson City, Texas or such other place in Blanco County, Texas, as the then governing body shall designate;
- D. The governing body is authorized:
 - 1. To enforce all restrictive covenants applicable to the lands;
 - 2. To collect annual dues (herein called "dues") of \$50 from each member for the maintenance of the roadways and other general benefit of the lands. These dues are payable September 1, 2003, and the first of September of each year for period of three years; thereafter, \$150.00 per year beginning September 1, 2006
 - 3. To assess a fee (herein called an "assessment") of no more than \$300 per member per year for exceptional expenditures for the direct benefit of the lands;
 - 4. To impose a lien upon the lands owned by any member who fails or refuses to pay the annual dues or assessments. Such lien shall be superior to all but vendors' liens and purchase money liens arising prior in time to the filing of this lien. Each person who becomes a member agrees to pay all dues and assessments and grant such liens for improvements as are herein set out. Such liens shall be enforced in accordance with the provisions of Section 51.002, Vernon's Texas Property Code Annotated.

5. To collect all reasonable and necessary attorneys fees in any suit brought to enforce the restrictive covenants or lien for improvements, dues and assessments.

6. To adopt by-laws for the general conduct of its business, including the election of a presiding and recording officer, the keeping of appropriate books and records of finances and operation.

7. To take such other action as in its judgment is necessary to protect and enhance the value of the lands.

II. RESTRICTIVE COVENANTS

These restrictions are covenants running with the land and shall be binding upon Grantors, Declarants and their successors, grantees and assigns:

(1) These restrictions shall apply for an initial period of ten (10) years beginning August 1, 2002 and shall automatically renew for consecutive periods of ten (10) years. Upon a vote of at least three-fourths (3/4ths) of the then existing members such restrictions may be amended, revised, extended or abolished. However, no revision or restriction shall restrain a prior permissible land use so as to render such existing use impermissible.

(2) Subdividing of the land is not permissible. Combining two or more tracts to create a larger tract is permissible if the owner pays the expense of re-platting. No new or remaining tract shall have less road frontage, river frontage or acreage than the tracts on the original plat.

(3) No commercial use is permitted on the land. However, owners or residents shall be allowed to work out of their homes and maintain home-based businesses as long as the primary use of the property is for a residence, vacation residence, or weekend residence.

(4) Houses or residences may be rented on a long or short term basis. However, no bed and breakfast-type operation is permitted.

(5) Agricultural and livestock use of the land is permitted, except no use as a feedlot or commercial hog, swine or poultry operation is allowed. Fencing shall be appropriate to contain the livestock housed on the land.

(6) No more than one (1) animal unit of domestic livestock (horses, cattle, goats, etc.) Per six (6) acres and one (1) unit of fowl (chickens, turkeys, ducks, geese, etc.) Per acre shall be allowed to be housed on the land.

(7) No manufactured home, single-wide mobile homes, double-wide mobile home or house trailer is permitted. No structures of any kind may be moved on to the property.

(8) All homes shall contain a minimum of 1,200 square feet of living area exclusive of porches, decks, garages and carports, and be completed within twelve (12) months of starting construction. A motor home or travel trailer may be placed on the property at the beginning of construction of a permanent residence and must be removed immediately at the earlier of one

year or completion of the permanent residence.

(9) No geodesic dome-type homes or in-ground dwellings are allowed.

(10) No residences, garages, outbuildings, barns, well-house, satellite dish, antennae or structure of any kind shall occur within 25 feet of side property line or 100' of front property/street line.

(11) Guest house (minimum 500 square feet) and detached building(s) permitted, such as garage, livestock/equipment barn, utility storage building, etc. if exterior is consistent with primary structure.

(12) All sewage and wastewater associated with any residence shall be contained and distributed via an on site sewage facility which is approved by the Texas Natural Resource Conservation Commission (TNRCC) and Blanco County.

(13) No antennas shall be higher than 20 feet above the ridge line of the residence or building to which they are connected or which they serve.

(14) No abandoned motor vehicles, tractors, trailers or other equipment are allowed.

(15) No trash dumps are allowed.

(16) Any roads which are for the common use of all tracts shall be maintained to a reasonable level of use and safety and such cost of maintenance shall be borne by the POA or by the county, provided the roads are dedicated as roads and rights of way to the county and the county accepts the maintenance of the roads.

(17) Discharging of firearms permitted only to protect person or property.

(18) No hunting allowed.

This declaration and dedication is executed this 21st day of June 2002, to be effective from and after June 21, 2002.

One River Point

By: Leslie L. Hudler

Leslie L. Hudler

By: Larry Kern by: Leslie L. Hudler P.O.

ELK Financial, Inc.

Larry Kern, President

By Leslie L. Hudler, Attorney in Fact

STATE OF TEXAS)

COUNTY OF BLANCO)

This instrument was acknowledged before me this 4th day of September, 2002 by Leslie L. Hudler.

Victoria J. Patton
Notary Public, State of Texas



STATE OF TEXAS)

COUNTY OF BLANCO)

This instrument was acknowledged before me this 4th day of September, 2002 by Leslie L. Hudler, Attorney in Fact for Larry Kern, President of ELK Financial, Inc.

Victoria J. Patton
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Leslie L. Hudler
P. O. Box 151
Johnson City, Texas 78636

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

SEP 09 2002



Karen Neuman
COUNTY CLERK
BLANCO COUNTY, TEXAS

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