

No. 14,884
REAL RESORTS, INC.,

SUBDIVISION RESTRICTIONS OF RIO PARK ESTATES

STATE OF TEXAS)

COUNTY OF REAL)

THAT REAL RESORTS, INC., being the sole owner of RIO PARK ESTATES, a subdivision of the hereinafter described parcel and tract of land situated in Real County, Texas, which subdivision is according to a map or plat approved and accepted by the Commissioner's Court of Real County, Texas, as shown in the Minutes of said Court at Vol. 3 page 471, dated the 12th day of April, 1971, which subdivision covers the hereinafter described property, to-wit:

TRACT ONE: 71.52 acres of land lying West of Ranch Road No. 1120, containing 43.94 acres out of Survey 606, Wm. H. Battle, Orig. Grantee, Abst. No. 59, and 27.58 acres out of Survey 607, Adam Hagan, Orig. Grantee, Abst. No. 388, and,

TRACT TWO: 49.123 acres of land, said tract of land lying and being situated in Real County, Texas, containing 13.792 acres out of Survey No. 605, Mary Metcalf, Orig. Grantee, Abst. 570, and 35.331 acres out of Survey 605, Wm. H. Battle, Orig. Grantee, Abst. No. 59.

both of said two tracts being more particularly described by metes and bounds in Warranty Deed from Jack Patterson, et al to Harold Goodwin, et al, dated June 15, 1970, and recorded in Vol. 31, Pages 154-6 of the Real County Deed Records, and in Deed bearing even date herewith conveying said property to Real Resorts, Inc., to which instruments reference is herein made for all purposes.

and Real Resorts Inc., does hereby restrict said lands, subdivision and each subdivided parcel thereof as hereinafter set forth, which restrictions shall be binding upon the purchaser or purchasers of lots in said subdivision, and his or their heirs, assigns, successors and administrators, to-wit:

1. All lots shall be known and used exclusively for residential purposes.
2. No lot shall be re-subdivided and no lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be

kept in a clean and sanitary condition, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. No more than one trailer or single family dwelling unit, not to exceed two stories shall be erected, placed or permitted to remain on any residential lot. Mobile Homes or manufactured homes not less than 36 months old; unless approved, are permitted, provided they contain not less than 550 square feet of living area and are underpinned and skirted with material and by a method approved in writing by Developer, the successors and assigns.

4. No residence shall be located on any lot nearer than 25 feet to the front line nor nearer than 4 feet to the side or back lot line of any lot, and no out-building shall be constructed nearer than 40 feet to the front line nor nearer than 4 feet to the side or back lot line. In the event of common ownership of more than one lot and the construction of a building on more than one lot, the combined area owned shall be considered as one lot for these purposes.

5. No residence of less than 550 square feet of living area, excluding porch area and garage, shall be erected or constructed on any lot.

6. Buildings shall be neat in appearance, and no building or structure shall be constructed or placed on the premises that shall be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain and all residences must be completed on the exterior within 120 days from the beginning date of construction. All house plans or mobile home plans shall be approved in writing by Developer, the successors or assigns, prior to construction or placement on lot.

7. All structures shall be new construction using new material. No used material permitted.

8. No outdoor toilet shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the State Health Department.

9. No sign shall be erected, placed or permitted to remain on any residential lot, except however, a standard real estate for sale sign not to exceed sixteen inches by twenty-four inches may be erected.

10. No animals, except household pets, shall be kept or maintained on any lot.

11. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, the Developer, or the successors or assigns, may have the lot cleared and the cost or expense thereof shall be payable by owner of said lot to Developer or the successors or assigns.

12. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part by action of the Real Resort, Inc., Board of Directors.

13. Enforcements of these covenants shall be in proceeding 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 from the violations.

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

15. The Sellers retain an easement 4 feet wide along the perimeter of the lot to be used for purposes of utilities.

16. No motor boat may be operated in or around the Frio River within the boundaries of Rio Park Estates.

This the 22nd day of April 1971.

ATTEST:

REAL RESORTS, INC.,

s/ H. C. Hall, III (SEAL)
Secretary

s/By: R. H. Goodwin,
President

THE STATE OF TEXAS)

COUNTY OF WEBB)

BEFORE ME, the undersigned authority, on this day personally appeared Harold Goodwin, President of REAL RESORTS, INC. and H. C. Hall, III, Secretary of REAL RESORTS, INC., a corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act of Real Resorts, Inc., for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of April 1971.

(Notary Seal)

s/ Ninfa T. Juarez
Notary Public,
Webb County, Texas.

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Filed for Record Aug. 19th A D 1971 at 5:10 o'clock P.M.

Recorded Aug. 21st A D 1971 at 5:00 o'clock P.M.

Lucille Bonstle
COUNTY COURT REAL COUNTY, TEXAS CLERK

No. 14,885

Internal Revenue Service

ESTATE TAX CLOSING LETTER

TO

EST. MARY P. COX,