

RESTRICTIONS, COVENANTS AND RESERVATIONS OF
RIVER OAKS SUBDIVISION

THE STATE OF TEXAS
COUNTY OF EDWARDS

Nueces River Properties I Ltd., a Texas limited partnership, being the record owner of all the land shown and described in Exhibit A attached hereto, proposed to be developed as the River Oaks Subdivision in Edwards County, Texas, in order to carry out a general plan of development of said subdivision (herein sometimes called the "subdivision"), and in order to promote desirable residential living in said subdivision, to insure harmony in connection therewith, to maintain the suitability of said subdivision for private residential purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser of a tract or parcel of landing said subdivision, hereby impose the following covenants, conditions and restrictions to-wit:

1. All tracts shall be used for single family residential, agricultural and the other purposes as hereinafter set out. Only one (1) permanent residence will be permitted on any tract.
2. Surface Estate Only. No minerals conveyed. Mineral exploration of any type, which would damage the surface, shall not be permitted on any tract.
3. Water shall be for domestic use, livestock, and wildlife. No commercial underground development of water resources permitted on any tract.
4. Water service is to be provided to each tract by way of a water distribution system to be transferred by Declarant to (to be determined). The water source will be provided by (to be determined). Fees for water usage and connections will be determined by (to be determined). The distribution system to the point of connection at the meter of each user shall be the property of and shall be operated and maintained by (to be determined). That portion of the distribution system from the meter to the Owner's property shall be owned and maintained by the owner. Sanitary sewer service shall be by separate septic facilities owned and maintained by the Owner in compliance with all applicable laws, rules, and regulations.
5. No Owner shall use or discharge or permit the use or discharge, on or from his or her tract or elsewhere in the subdivision, any pistol, rife (including a pellet gun, air rifle or pistol), shotgun or any other firearm, or any bow or arrow, or any other devise capable of killing or injuring or causing property damage.
6. No tract in the subdivision shall be subdivided.

7. No swine are permitted on any tract in the subdivision except as projects for youths, 18 years of age and younger, for 4-H or FFA. These animals are to be fed in confinement until the date of their respective competitions only. No game chickens of any kind or emus or ostriches shall be permitted on any tracts. Other livestock, family pets and poultry for family use by an owner, shall be permitted provided they are not offensive or commercial breeding of animals conducted on a tract. Agricultural animals used for grazing said property while simultaneously raising young (i.e. cow/calf operations) shall not be considered commercial breeding of animals.
8. None of the tracts in the subdivision or improvements erected thereon, shall be used for any commercial purpose, except that private residences may be rented or leased to single families from time to time as the Owner of the tract may determine, and professional services of a purely personal nature may be rendered which does not attribute to the property any appearance of any commercial use thereof.
9. No inoperative "junk" vehicles or inoperative equipment, including but not limited to motorcycles, all-terrain vehicles, go-carts, and boats shall be permitted to remain on any tract for longer than sixty (60) days after the vehicle becomes inoperative.
10. No trash, garbage, refuse, used lumber, or unsightly items may be maintained, kept, thrown, dumped, or otherwise disposed of on any tract. Any trash left on the road for pick-up shall be contained in an enclosed structure that will shield it from view from the road and protect it from scattering by animals.
11. A Primary single-family single story dwelling house containing no less than 1,600 square feet of combined living area and attached enclosed garage exclusive of porches, breezeways, carports or basements may be erected on any tract. Said dwelling shall contain a minimum of 1,200 square feet of living area. The minimum square feet of living area shall be that area which is heated and cooled.
12. Multiple story dwellings must contain not less than 1,800 square feet of combined living area and attached enclosed garage area on the ground floor. The living area on the ground floor shall contain a minimum of 800 square feet. The living area on the second story shall contain a minimum of 600 feet.
13. Secondary residence structure (guest houses) shall have no required minimum square footage, however, a secondary residence structure can only be constructed after, or concurrent with the construction of the primary residence structure.

14. A "bed and breakfast", or any type of tourist lodging service within rooms of the principal residence or in a separate guesthouse situated on the tract shall not be permitted.
15. The exterior of any building shall be completed not later than the (10) months after the laying the foundation of that respective building.
16. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a septic tank or waste disposal system approved by the County and /or State Health Department or other governing body controlling wells and septic tanks.
17. A dwelling house shall not be moved onto any tract. Any dwelling house shall be constructed and erected on site. The relocation reconstruction of a structure of quality and integrity, to be used as an accessory building shall be permitted. Mobile, modular, pre-manufactured and /or industrial built homes shall not be used as a dwelling, nor stored on any tract. The term dwelling house (for purposes set out in this paragraph) shall include guesthouses.
18. No structure shall be erected on any tract nearer than 15 feet from the property lines.
19. After completion of a permanent residence, tract owners may store their personal travel trailer, motor home or other recreational vehicle, on their tract, so long as it is not used as permanent dwelling and is not stored closed to the public road than the rear line of the residence. During the period of construction of a dwelling house, tract owners may camp in a recreational vehicle on the tract for a period not exceeding twelve (12) months.
20. Each tract owner shall be permitted to camp overnight in a recreational vehicle or tent for a continuous period not exceeding 30 days nor more than a total of 60 days during any calendar year, provided the tract owner is present and the campsite is no closer than 35 feet from any property line.
21. All fences constructed in the subdivision shall be constructed with new materials of wood plank, rock, pipe, or net wire. They shall be installed in a workman-like manner and shall not detract from the appearance of the subdivision. All fences shall be, at a minimum. Forty-two (42) inches high. No barbed wire fences shall be allowed.
22. No modification of the existing topography of a tract (whether by fill, placement of improvements, grading, beams or other method or means) shall be permitted that would result in the ponding or accumulation of surface water along any street or upon or across any adjoining tract.

23. The Declarant reserves unto itself and/or its assigns, an easement for utility purposes, fifteen (15) feet wide on each side of the tract lines and public roadways of the herein described property for the installation and maintenance of electric, telephone, water and other utility lines and easements for anchor guy combination wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with such lines, with the right of ingress to egress from across said premises for employees of utility companies owning said lines.
24. Buyers at their own expense shall construct their own access driveways on the main road right of way.
25. No tent, lean-to, shack or other temporary structure of any character shall be constructed or maintained on any of the tracts in the subdivision.
26. Outbuildings, (barns, garden house, etc.) must be permanent in nature and sheet-iron, sheet aluminum or sheet fiberglass siding is to be painted. Unpainted sheet-metal roofs are permitted.
27. All structures in the subdivision shall be constructed and maintained in such a way as to not detract from the appearance of the subdivision.
28. Buyer hereby authorizes Seller and/or Assigns to improve and maintain the River Oaks' roads, park, and main entrance and to charge each property owner a fee of \$100.00 per tract per year. Such charge shall not be assessed against Seller and/or Assigns. It is understood and agreed that this maintenance charge (If not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting Seller and/or Assigns such rights to enforce said liens as may be set forth in Sec. 1.002 of the Texas Property code, as amended time to time.
29. That at such time as Seller may determine at his sole discretion, the Seller shall have the authority but not the obligation to notify each tract owner of the time, date, and a place of a meeting of all tract owners to be held for the purpose of organizing a Property Owners' Association. A majority of the votes of the tract owners in attendance at such meeting or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including Seller, attending or represented by written proxy at such meetings shall have one vote for each tract owned on all business to come before the meeting. Upon the creation and organization of such organization, as nonprofit corporation, or otherwise, Seller shall transfer and assign to the association the current balance of the road and main entrance maintenance fee, if any. Thereafter such association shall have the power, authority and obligation to maintain the park, roadways, and main entrance of the development and collect the maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such tract and such association is hereby granted a

lien upon each lot to secure the payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 1.002 of the Texas Property Code, as amended time to time.

30. Every owner shall have a right and easement of enjoyment in and to the Common Areas (Tract 25 -The Park and 1.74 acres noted as the access road to the subdivision) which shall be appurtenance to and shall pass with the title to every Tract.
31. The Common Area will be conveyed by Deed from the Declarant to the Association.
32. Any Owner may delegate his right of enjoyment to the Common Area to resident members of his family, the Owner's guest, and tenants and contract purchasers who reside on the Property.
33. Owners shall assume all risks in the Common Areas and the Declarant shall never be held liable for any damages that might occur to any property or person utilizing the Common Areas.
34. Any Owner of any tract may enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is by way of an injunction or by recovery of damages, and the failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall also have the right, not the obligation, to enforce these covenants and restrictions in accordance with the provisions set forth herein.
35. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force or effect.
36. The covenants and restrictions may be amended by means of a written, recorded amendment signed by the owners of no less than seventy percent (70%) of the tracts with one vote per tract. For the purpose of this paragraph, the Declarant shall be considered the Owner of all tracts where record title is held by the Declarant, however, the Declarant will not vote for the formation, nor will the Declarant block the formation of an Owners Association. Further, under the same procedure required for an amendment under this paragraph, waivers or variances of these covenants and restrictions may be granted from time with respect to any tract, or with respect to any owner or occupant thereof, for the purpose of relieving hardship or permitting good architectural planning to be affected.

37. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instruments signed by more than (50) percent of the Owners. Neither any amended nor any termination shall be effective until recorded in the Official Deed Records of Edwards County, Texas, and all requisite governmental approvals, if any, have been obtained.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions; an all other provisions shall remain in full force and effect.

These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Tract, and each Tract Owner.

If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

This document is being recorded in Volume ____, Page ____ of the Edwards Property Records of Edwards County, Texas.

Dated this 12 day of May, 2004.

Nueces River Properties I, Ltd.

By: Tom Kirkpatrick
Tom Kirkpatrick, President

Notary The State of Texas
County of Real

This instrument was acknowledged before me this 12th day of May, 2004, by Thomas L. Kirkpatrick, President of TK Properties Inc., a Texas Corporation, General Partner of Nueces Property I Ltd., a Texas limited partnership on behalf of said partnership.

Chris Frisbie
Notary Public, State of Texas

