

SHADOW BLUFF

DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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

WHEREAS, James E. Roerig, hereinafter called the Declarant, is the holder of fee simple title to certain real property located in Kerr County, Texas, known as SHADOW BLUFF according to the plat recorded in Volume Pages of the Plat Records of Kerr County, Texas:

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and the heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and in general, will insure the best use and most appropriate development of such subdivision.

COVENANTS AND RESTRICTIONS

1. DWELLING SIZE AND USE: Any main dwelling unit shall contain at least 2,000 square feet of living area excluding breezeways, open porches, terraces, patios, garages, and other structures not connected to main dwelling unit.
2. DWELLING QUALITY: All dwelling units hereafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof.
3. COMPLETION OF CONSTRUCTION: The entire exterior of any main dwelling unit constructed on such property must be completed within eighteen (18) months after the commencement of the work thereon or the placing of materials thereon on such property, whichever occurs first.
4. LOCATION OF BUILDING: All dwelling units, detached garages, guest houses, sheds, barns, wells, well houses, or other outbuildings constructed on such property shall be set back at least 100 feet from the front, rear, and both side lot lines of each lot.
5. TEMPORARY STRUCTURES: No structure of a temporary character including but not limited to tent, shack, garage, barn or other outbuilding or trailer, mobile home, house trailer, recreational vehicle, truck camper or similar facility shall be used on any track at any time as permanent or long term residence or storage facility except while in use by the owners during construction of the main dwelling not to exceed the time period allowed for said construction. It is understood that one (1) vacation vehicle or recreational

type vehicle or boat may be parked on the property provided it is covered in a structure that coordinates with the architectural theme of the rest of the buildings on the property.

6. PROHIBITED RESIDENTIAL USES: No mobile homes, house trailers, or manufactured home shall be constructed or placed on any lot in the subdivision.
7. ANIMALS AND LIVESTOCK: No swine or goats shall be permitted; no commercial feeding or feed lot will be permitted on any part of said subdivision. No predatory, dangerous, environmentally harmful or illegal exotic animals shall be permitted on the property. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done herein by man or beast which may be or may become any annoyance or nuisance to the residents or owners within the subdivision.
8. SUBDIVISION OF LOTS: There shall be no further subdivision of any tract by any owner. This restriction shall not prevent correction to deed or other documents to resolve boundary disputes.
9. GARBAGE: No garbage or junk or other waste shall be kept on any tract except in sanitary containers.
10. SEPTIC SYSTEMS: No outside toilets or privies shall be permitted on any lot. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc. shall be connected to a septic tank or sewage collection line meeting the approval of all county and state health authorities and complying with all such regulations and shall be operated and maintained in such manner as to not be obnoxious, offensive or to endanger the health, safety, or welfare of the occupants of the building site on which it may be located or any surrounding property.
11. WATER WELLS: Any water well drilled on any owner's lot shall meet the approval of all county and state health authorities and comply with all such regulations.
12. PROHIBITED ACTIVITIES: The subdivision is intended for residential use. No commercial or retail activity on any tract is permitted. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted. No derrick or transmission tower of any kind shall be erected, maintained or permitted on the property.
13. HUNTING: Hunting is permitted by means of archery or shotgun only (slugs permitted). No owner shall lease their property for hunting purposes. All feeders and blinds must be 100 feet from the property line.
14. SURFACE AND GROUNDWATER: The property shall not be used for any purpose that would result in the pollution or substantial depletion of any creek, stream or other waterway, either surface or underground that flows through, or adjacent, to the property. No structure shall be constructed on the property that permanently and substantially restricts the flow of water to or from adjacent properties from creeks, streams or other waterways, either surface or underground. Dams, berms and other water impoundment structures that meet these criteria may be constructed.

15. GENERAL PROVISIONS: The covenants, conditions and restrictions of this declaration shall run with the land, and shall inure to the benefit of and be enforceable by the owner of any lots subject to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned or any one or more of the owners of properties in said subdivision shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy however, shall not be exclusive and the undersigned or any other person or persons owning property in said subdivision injured by virtue of the breach of the restrictions and use limitations herein provided for on said subdivision shall accordingly have their remedy for the damages suffered by them as a result of any breach, and in connection therewith, it is understood that in the event of a breach of these restrictions and use limitations by the owner of any lot or lots in said subdivision, it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby. It is further expressly understood that the undersigned shall continue to have the right to enforce such restrictive covenants and use limitations after all property has been sold by them but shall have no obligation to do so. It is understood that all expenses, attorneys fees and court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce that same; and that the undersigned shall have no obligation to bear such expense, although they may contribute such expense if they so desire.

The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns.

No violation of any of the restrictions described above shall cause a reversion in title but instead any such violations shall be prevented or the injuries resulting compensated for by injunction or suit damages.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, Declarant has executed this Declaration on this the _____ day of _____, 2005.

(Acknowledgment)

STATE OF TEXAS #

COUNTY OF KERR #

This instrument was acknowledged before me on the _____ day of
_____, 2005, by JAMES E. ROERIG.

Notary Public, State of Texas

After Recording Return to:
James E. Roerig

Initialed for identification by Buyer _____ and Seller _____