

STATE OF TEXAS

§ DECLARATION OF LIMITATIONS
 § AND RESTRICTIONS FOR
 § PALOMA ESTATES

COUNTY OF FRIO

KELLY CARROLL etux JO ANN CARROLL, (the "Developers") being the Owners of the surface estate of the following described real property lying and being situated in the County of Frio and State of Texas and being more particularly described as follows, to-wit:

PALOMA ESTATES, a subdivision in Frio County, Texas, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, as shown by plat recorded in Plat Book No. _____, Plat Records of Frio County, Texas, to which reference is hereby made, (The "Subdivision"),

for the purpose of carrying out a uniform plan for the development of a high quality residential neighborhood and protecting the value and desirability thereof, does hereby make, declare, adopt and impose upon the above described real property the following covenants, conditions, restrictions, and limitations which shall apply to and become a part of all leases, contracts of sale, contracts for deed, deeds, and other legal instruments whereby title or possession to any lot in said Subdivision is hereafter conveyed or transferred, such covenants, conditions, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now and hereafter, owning or using the above described property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

All plans and specifications are subject to the prior written approval of the Developer. It is intended hereby to delegate to the Developer control to insure the development of a high quality residential area. Failure of the Developer to approve or disapprove any application required herein within thirty (30) days after receipt thereof shall be deemed for all purposes as denied thereof.

1. Property Use: Except as otherwise provided herein or as noted on the plat of the subdivision recorded in plat Records of Frio County, Texas, all lots shall be used for single - family residential purposes only, no lot may have more than one single-family residence thereon, except as authorized in Paragraph # 2 below, and no lot or portion thereof shall ever be used for a business' or commercial purpose or for carrying on a trade or profession.
2. Permanent Homes: All permanent homes and buildings, (i.e. homes built on site), must be new construction and not exceed two stories in height. Each one-story home shall contain a minimum of 1600 square feet of living area, exclusive of garages, carports, and porches. Each two-story home shall contain a minimum of 1900 square feet of living area, exclusive of garages, carports, and porches. All plans and specifications are subject to the prior written approval of the Developer. In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage or (b) one guest house, so long as such guest house is attached to the primary residence by a common roof (including a roof over an open breezeway).
3. Quality Construction and Maintenance: All improvements and structures including, but not limited to, homes, garages, barns, fences, and other improvements shall be constructed of good quality new material and in a workmanlike manner. Such improvements and structures shall be maintained in a good state of repair and situated so that their appearance will not be detrimental to the Subdivision as a whole. All improvements and structures shall be kept weatherproofed by painting or such other method as may be necessary and appropriate to preserve the attractiveness thereof

and none of the improvements or structures shall be allowed to deteriorate to the detriment of the Subdivision as a whole. In the event improvements or structures situated thereon are not maintained in a neat and orderly manner, the Developer shall have the right through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and exterior of the structures and any other improvements erected thereon, all at the expense of the lot owner or party in possession of said lot.

4. **Additional Improvements and Structures:** Any building, garage, carport, shed, structure, addition or remodeling to a residence, must be of all new material, must be of equal construction quality as and harmonious architectural design with the residence, and shall be subject to the prior written approval of the Developer.
5. **Fascia:** Fascia must be installed on any improvement or structure attached to a Residence such as a carport, garage, awning, patio cover, or porch, so as to match the fascia of the residence, and shall be subject to the prior written approval of the Developer.
6. **Roof:** Roofing materials on any improvement or structure attached to or adjacent to a home, if visible from any street, must match the roofing material of the residence to which it is attached or adjacent. Rolled roofing and corrugated sheet metal shall not be used as a roof on any residence or other improvement or structure, if visible from any street in the Subdivision unless approved in advance by the Developer.
7. **Setback Requirements:** No buildings or structures of any nature shall be located on any lot closer to the front property line than the building set back line designated on the Subdivision plat filed for record in Frio County, Texas, nor closer than one hundred fifty (150) feet from the front and fifty (50) feet to any side or back property line. Variations from this requirement may be granted in individual cases where tract size, shape, or topography makes this requirement impractical but any such variations must have the prior written approval of the Developer.
8. **Easement:** A designated distance inside of all property lines, as shown on the Subdivision plat, shall be reserved as a public utility easement (plus such additional space as may be required for down guys or other utility pole support structures), a drainage easement, or any other easement which would be beneficial to the common good. Any lot owner installing a fence or locating plants and other property within the area encumbered by the easement does so at his own risk since such property could be subject to damage by those entitled to use the easement. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees, or flowers, or to other property of the lot owner situated within any such easement.
10. **Time for Completion:** Any dwelling or other structure or building, once commenced, shall be completed with reasonable diligence and, in all events, shall be completed as to its exterior within nine months from the commencement of construction. No building materials of any kind shall be placed or stored upon any lot until the lot owner is ready to commence construction.
11. **Temporary Structures:** No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, or barn or other outbuilding shall at any time be used as a residence or dwelling, either temporarily or permanently, without the prior written approval by the Developer.
12. **Septic Tanks and Water Wells:** No residence shall be permitted in the subdivision unless it is served by (a) septic tank, sewer system or some other sewage-disposal system and (b) a water system, both meeting the requirements of and approved by the Texas State Health Department and Frio County. This includes, but is not limited to, the maintenance of a 150 foot sanitary control easement around any water well (i.e. no septic tank within 150 feet of any water well, whether the well is on the owner's lot or not). Outhouses or privies are not allowed on any lot in the Subdivision.

13. Draining Structures, Ditches, and Stock Tanks: Drainage structures under private driveways shall be constructed to Frio County specifications and must be constructed before any residence or other improvement or structure may be placed on the lot. Such structures, where needed, are to be installed and maintained continuously at the expense of the lot owner. Natural drainage shall not be disrupted, altered or changed without prior written approval of the Developer. No ponds, stock tanks, etc. shall be constructed in the 100 year Flood Plain delineated on the subdivision plat, unless designated and certified by a Registered Engineer or Surveyor and approved in writing by the Developer.
14. Removal and Landfill Operations: No commercial operations for the removal of sand, gravel, topsoil, caliche, or other earthen substances shall be permitted on a lot in the Subdivision, nor shall commercial landfill operations of any kind be permitted on a lot in the Subdivision.
15. Storage of Trash and Weeds: No lot shall ever be used for outside, unenclosed storage of any nature, nor shall any lot or part hereof be used or maintained as a dumping ground for rubbish, debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary, securely closed containers. All incinerators, cans, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not visible from the street.
16. Parking: Streets shall not be used for parking except for occasional or emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way in the Subdivision at any time. No truck, bus, boat, or trailer shall be parked on any portion of the lot or driveway unless it is parked to the rear of the residence and not closer than one hundred (100) feet from any property line, except with the prior written approval of the Developer.
17. Vehicles: No more than one (1) Eighteen wheeler is permitted on any home site.
18. Unused Vehicles: The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the Subdivision. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any lot in the Subdivision for more than one week unless it is enclosed inside a garage or some other acceptable enclosed facility. Personal repair or restoration of vehicles is allowed as long as it is not for commercial purposes.
19. Boats and Trailers: No boats, boat trailers, travel trailers, recreational vehicles or other similar property shall be allowed to remain in the driveway, front yard, on the street, or any other location on any lot unless parked to the rear of the residence and not closer than one hundred (100) feet from any property line, except with the prior written approval of the Developer.
20. Livestock and Pets: No exotic animals. Dogs, cats or other household pets, not to exceed a total of four in number (exclusive of unweaned offspring), may be kept on any lot so long as they are not kept, bred or maintained for any commercial purposes. In the case of poultry (excluding roosters), rabbits, or an FFA or club project such as a calf or lamb (no pigs, hogs, or swine), no more than three (3) per acre of each type of such small animal may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. The cumulative total of cows, horses, and like animals that may be possessed at any time shall not exceed one (1) per each one(1) acres of land owned. In the case of roosters, only one (1) rooster may be kept on any lot. Any pen, corral, hutch, structure or enclosure of any kind must be constructed of new material and must be attractive in appearance in keeping with the general standard of improvement in the Subdivision, and must at all times be maintained and kept neat and clean in appearance, consistent with the requirements herein specified for other improvements and structures in the Subdivision. All such improvements and structures must be located to the rear of the residence and not closer than fifty (50) feet to any side or back property line. No such pets or animals may be kept in a way or manner or location that creates a nuisance to other property owners such as annoying noise or flies or odors or unsightly premises.

21. **Animals to be Contained:** All animals shall be contained within the lot lines either by fence, leash, or other comparable device. Animals shall not be allowed outside an owner's lot.
22. **Fences:** No fence shall be permitted on the front part of a lot without the prior written approval of the Developer. The front portion of a lot is defined as that portion of a lot between the street right-of-way and the residence (or building setback line if no residence exists). In no event shall chain link fencing taller than forty-eight (48) inches or barbed -wire fencing taller than fifty-two (52) inches be allowed on the front portion of a lot.
23. **Signs:** Except for one sign of not more than 6 square feet advertising the property for sale or rent, no signs of any kind shall be displayed to the public view from any lot. However, signs, offices, storage areas, and model units may be used by the Developer, a contractor or other builder to sell and advertise (a) Subdivision property and (b) residences in the Subdivision during the course of construction and for a reasonable sales period thereafter.
25. **Noxious Activity:** No noxious or offensive activity shall be carried on or maintained on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the Subdivision.
26. **Firearms:** The use or discharge of any type of firearm is expressly prohibited within the Subdivision.
27. **Mail Boxes:** All mailboxes shall be of a type and design, and placed in a location, approved by the U.S. Postmaster and the Developer.
28. **Clotheslines:** Absolutely no outside clotheslines are permitted.
29. **Enforcement of Conditions and Restrictions:** After 30 days written notice from the Developer of violation of restrictions, the County of Frio or its designates, the Developer or any other person or entity owning any interest in any of the lots in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person, persons, or entity violating or attempting to violate any covenant, conditions, reservations, restriction, or limitation either to prevent or to correct such violation or to recover damages, or to obtain other relief for such violation. All expenses, including reasonable attorney's fees, shall be recovered from anyone adjudged to have violated these restrictions by the party bringing the suit or other action. Failure to enforce any covenant, condition, reservation, restriction or limitation herein contained shall in no event be deemed a waiver of the right to do so thereafter.
30. **Lien of Assessment:** The lien of any assessment shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the lot owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the owner of his personal obligation and liability. No assessment lien shall be impressed against any lot as long as the Veterans Land Board holds title. (This applies to purchases made under the Veterans Land Board program only.)
31. **Partial Invalidity:** If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.
32. **Amendment:** The Developer as herein constituted shall have the full power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration; provided, however, when the Developer is abolished under other provisions of the Declaration, the right of amendment shall terminate and such right shall not be exercised by the successors to the Developer, except as otherwise allowed by law.
33. **Deviations:** The Developer may exercise a limited right to approve deviations from the provisions hereof without an actual amendment of the Declaration, when, in the opinion of the Developer such deviation will be beneficial to other owners of lots in the Subdivision.

34. Rights of Developer: The Developer or its agents shall have the right to use any unsold lot for a sales office location, future road right-of-way, or any other purpose Developer deems necessary.

35. Drilling: No oil or gas well drilling, oil or gas development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot in the Subdivision, nor shall oil wells, gas wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot in the Subdivision. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals, shall be erected, maintained, or permitted on any lot in the Subdivision. Upon the expiration of any mineral leases existing as of the date hereof, further drilling will be prohibited as described herein, except for any drill sites designated by the Developer or Association, when activated.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by a duly authorized officer this _____ day of _____, 2005.

PALOMA ESTATES

By _____
KELLY CARROLL

By _____
JO ANN CARROLL

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF FRIO

This instrument was acknowledged before me on this _____ day of _____, 2005 by
KELLY CARROLL etux JO ANN CARROLL, owners of PALOMA ESTATES

Notary Public in and for the State of Texas

AFTER RECORDING, PLEASE RETURN TO:

PALOMA ESTATES
4241 East Piedras, Suite 150
San Antonio, Texas 78228