

30368

SUBDIVISION RESTRICTIONS

Lots 3 and 4, Block 1; Lots 1, 34 and 35, Block 3;
 Lots 1 through 8, 35, 46 through 52, Block 4; Lots 2 and 18, Block 5;
 Lot 7, Block 6; Lot 6, Block 7; Lots 17, 25 and 26, Block 8;
 Lots 12, 27, 28, 37, 40, 50, 53, 55, 57 through 62, 66, 67,
 69 and 70, Block 9; Lakeshore Subdivision No. 1

THE STATE OF TEXAS)
)
 COUNTY OF BANDERA)

KNOW ALL MEN BY THESE PRESENTS:

That Medina Development Company, a Texas corporation, the owner of the land hereinabove described, as shown by the plat thereof recorded in Volume 1, Page 48, Plat Records, Bandera County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on the property covered hereby, subject to the provisions of numbered paragraph 15 hereinbelow, and these restrictions and covenants shall run with the land, and supersede and are in lieu of any prior restrictions (whether included in any deed or otherwise) on the property covered hereby:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.

2. Subject to the provisions of numbered paragraphs 8 and 9 hereof, all lots hereunder are restricted to use for single family residential purposes only, and no buildings shall be erected or maintained thereon other than a private residence (minimum floor area of 600 square feet on all lots), a tool storage building (minimum floor area of 30 square feet and maximum floor area of 144 square feet), a private garage and a private boathouse for the sole use of the purchaser of such lot; provided however, that Lots 3 and 4, Block 1; Lots 1, 34 and 35, Block 3; Lots 1 through 8 and 46 through 52, Block 4; may also be used for commercial purposes. There shall be permitted, on any lot hereunder, a private residential structure (minimum floor area of 100 square feet) if used in conjunction with a mobile home. The minimum floor area requirements for residential structures stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages.

3. Subject to the provisions of numbered paragraphs 8 and 9 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material (except stone, brick, and inside structural material, if such use is approved in writing by the Architectural Control Committee), and (ii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural Control Committee on any structure, and (iii) the exterior of any building must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the undersigned or the Architectural Control Committee, and in no event will the withholding of such consent be deemed unreasonable in respect to a culvert having a diameter of less than 12 inches.

4. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specifications of all exterior and roofing materials, including color of paint or stain, and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and otherwise. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot.

5. Fences shall be permitted to extend to the side and back lot lines and to no less than ten (10) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions.

6. No building or structure other than a fence shall be located nearer to the side street line than five (5) feet or nearer to the side lot line or rear lot line than five (5) feet. "Side lot line", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot. No building or structure shall be located nearer to the front lot line than ten (10) feet.

7. No animals or birds, other than household pets, shall be kept on any lot.

8. Subject to the remaining provisions of this paragraph, no outbuilding other than a private boathouse, garage or storage building of size hereinbefore provided shall be erected on any lot, and no outbuilding, boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot. Camping (including the use of travel trailers, camper trailers, motor homes, tents and similar types of recreational vehicles and equipment) shall not be permitted on any lot hereunder. Mobile homes may be placed and used on all lots hereunder only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee. Architectural Control Committee requirements are: (a) that the mobile home be of late model; 600 square feet in size minimum; in good repair and of attractive design and appearance; and underskirted (and securely anchored in accordance with the minimum requirements of the State of Texas); (b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by a commercial manufacturer; and (c) that an approved septic tank or other permitted sewage disposal system must be installed prior to occupancy. Otherwise, no mobile home shall be placed on any lot except that on any lot on which a residence has been constructed there may be parked one camper, motor home, or travel type trailer of not more than 25 feet in length, but such trailer shall not be occupied or used as a temporary or permanent residence while parked on said lot except during construction of a dwelling thereon. Nothing in this paragraph prohibits the construction of a residence on lots referred to herein provided other paragraphs hereof are complied with. Not more than one residence nor mobile home may be constructed and/or placed on any one lot.

9. Perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within five (5) feet of the rear and side lines of all lots and/or tracts, along and within ten (10) feet of the front lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes and roads of the subdivision, and ten (10) feet along the outer boundaries of all streets, boulevards, lanes, drives and roads if property lines of individual lots and/or tracts are deeded to the center line of said avenues. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner or purchaser of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. All such easements are reserved for the use and

benefit of all utility companies serving or to serve the property hereunder for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the preceding sentences of this paragraph has commenced along any respective lot, "side lot lines", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 5, 6, 7, 8, 11 and 12 hereof shall not apply thereto.

10. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, in, nor under any lot hereunder except into a septic tank or other approved system meeting the aforesaid requirements.

11. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

12. Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of (i) \$5.00 per month with respect to the total of lots, the owner of which owns one or two lots in Lake Medina Shores Subdivision, (ii) \$6.00 per month with respect to the total of lots, the owner of which owns three lots in Lake Medina Shores Subdivision, and (iii) \$8.00 per month with respect to the total of lots, the owner of which owns four or more lots in Lake Medina Shores Subdivision; the word "owner", as used in this sentence, shall include also a purchaser of a lot in Lake Medina Shores Subdivision. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or

of the conveyance by the undersigned as grantor. The assessments described herein and similar assessments against lots or tracts in other areas of Lake Medina Shores Subdivision shall constitute a fund (herein called the "Maintenance Fund"), and such assessments shall be payable to, held by, and expended by, a fund administrator (herein called the "Administrator") for the construction, reconstruction, improvement and permanent maintenance of roads and streets, swimming pools, parks, boat ramps, piers, playgrounds, cabanas, community buildings and other improvements in Lake Medina Shores Subdivision, for the improvement and permanent maintenance of the presently existing two-acre park, boat ramp and fishing pier serving Lake Medina Shores Subdivision, other portions of Lakeshore Subdivision No. 1 and Lost Valley Shores Subdivision, for the purchase and/or rental of land and other property and facilities, for security guards, for administrative and maintenance personnel, for insurance or bond coverage related to any such improvements, facilities, guards or personnel, and for any and all other uses and purposes which the Administrator may deem to be for the general benefit of, or useful to, owners and purchasers of lots in Lake Medina Shores Subdivision, including, without being limited to, the repayment of any advances which may be made by the undersigned to the Maintenance Fund to cover the cost and expense of any of such purposes and uses. The use and benefit of the above described improvements and facilities shall be restricted to owners and purchasers of lots in Lake Medina Shores Subdivision, their families and authorized guests, except that said presently existing two-acre park, boat ramp and fishing pier may also be used by certain land purchasers to whom Great Southern Realty Co. has granted or may grant the right of use. It is understood that the good faith judgment of the Administrator in maintaining and expending the Maintenance Fund shall be binding and conclusive, and it is further understood that the Maintenance Fund shall be expended without regard to the portions thereof collected from each area making up Lake Medina Shores Subdivision. Neither the Administrator nor the officers, directors nor employees of the Administrator shall have any obligation, responsibility nor liability for the failure or inability to assess or collect any sums which may be owed or become owing to the Maintenance Fund. "Lake Medina Shores Subdivision", as such term is used herein, shall include the property covered by these restrictions, all other property in Bandera County, Texas, which may have heretofore or may hereafter be subdivided and platted by the undersigned as a portion of Lake Medina Shores Subdivision and all property in Lakeshore Subdivision No. 1 (as shown by plat recorded in Volume 1, Page 48, Plat Records, Bandera County, Texas) which may have been owned, or may hereafter be owned, and sold by the undersigned. The undersigned shall act as the initial Administrator of the Maintenance Fund. The undersigned shall have the right to assign all rights, duties, obligations and liabilities as Administrator, and all monies and other assets and liabilities of the Maintenance Fund, to a non-profit corporation or other entity (herein called the "Owners Association") comprised of owners and purchasers of property in Lake Medina Shores Subdivision, the undersigned hereby agreeing that the Owners Association shall be formed and such assignment shall be made not later than October 1, 1990.

The assessment described herein shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to the Administrator, the owner of said assessment funds, on January 1 of each year commencing in 1982, at which date in the year 1982 and in successive years said assessment lien shall conclusively be deemed to have attached. Such assessment shall be payable either in arrears or in advance, as determined from time to time by the Administrator, except that such assessment shall never be payable more than twelve (12) months in advance. In the event such assessment is made payable in advance and except as otherwise required by law, there shall be no refund of paid but unaccrued assessments on account of any cancellation or repossession of a purchase contract or any transfer of an owner's or purchaser's interest in a lot. If any such assessment is not paid in full by the thirtieth (30th) day following the due date thereof, the unpaid amount of such assessment shall bear interest from the beginning of such delinquency at the rate of ten percent (10%) per annum until paid. The assessment lien described hereinabove shall secure payment of past-due unpaid assessments and any interest thereon plus any expenses incurred in attempting to collect same, including, without being limited to, reasonable attorneys' fees. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owned by the undersigned not covered by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled. At any time and from time to time prior to the formation of the Owners Association, the undersigned may increase such assessments by signing and filing in the Office of the County Clerk, Bandera County, Texas, an amendment to these Subdivision Restrictions providing for such increase, and no other person or entity need join in signing such amendment for same to be effective. At any time and from time to time after the formation of the Owners Association, the Owners Association may elect, by majority vote of the entire Board of Directors of said Association plus a majority of votes cast at a meeting of the members of said Association duly convened, to increase such assessments, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member on the records of said Association) stating either the exact amount or the maximum amount of such increase to be voted on at such meeting.

13. No lot which is under a contract of sale then in force, with the undersigned being the seller thereunder, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.

14. Water wells shall be permitted on any lot hereunder but only if such wells are drilled, equipped, operated and maintained in compliance with the rules and regulations of the Department of Health of the State of Texas and all other agencies having jurisdiction.

15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Bandera County, the Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorneys' fees

incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, the undersigned shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of the Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

16. At any time after December 31, 2001, any provisions contained in these Subdivision Restrictions may be amended or repealed, in whole or in part, by the vote of at least two-thirds of the votes cast at a meeting of the members of the Owners Association duly convened, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member in the records of said Owners Association) generally describing any proposed amendment or repeal to be voted on at such meeting. Any such amendment or repeal must be recorded in the office of the County Clerk of Bandera County, Texas, and shall be effective upon the date of such recordation.

17. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

EXECUTED this the 9th day of November, 1981.

ATTEST:

Robert V. Hardwick
Robert V. Hardwick, Secretary

MEDINA DEVELOPMENT COMPANY

By Clarence J. Spangler
Clarence J. Spangler, Vice President

THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Clarence J. Spangler, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of MEDINA DEVELOPMENT COMPANY, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as his own free and voluntary act and deed and as the free and voluntary act and deed of MEDINA DEVELOPMENT COMPANY, a corporation organized and existing under the laws of the State of Texas.

GIVEN under my hand and seal of office this the 9th day of November, 1981.

Barbara Kibpatrick
Notary Public, State of Texas

My Commission Expires: 11/30/84

STATE OF TEXAS
County of Bandera

I, OLGA SCHMIDT, Clerk of the County Court of said County do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 9th day of November A.D. 19 81 with its certificate of authentication was filed for record in my office the 10th day of November A.D. 19 81 at 10:31 o'clock A M. and duly recorded the 18th day of November A.D. 19 81 at 10:10 o'clock A M., in the Deed 208 on Pages 992-997 Records of said County in Volume

WITNESS MY HAND AND SEAL of the County Court of said County of BANDERA the day and year last above written.

OLGA SCHMIDT
Clerk County Court, Bandera County, Texas.