

**RESTRICTIONS GOVERNING THE USE OF AND
CONSTRUCTION OF IMPROVEMENTS IN
RIVER PARK SUBDIVISION**

STATE OF TEXAS
COUNTY OF UVALDE

WHEREAS G.L. Ranches, Inc., being the owner hereinafter called "Developer" is the record owner of all of the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as RIVER PARK, a subdivision in Uvalde County, Texas, according to the map or plat of such subdivision filed for record in the office of the County Clerk of Uvalde County, Texas, on the ____ day of _____, 1999, and recorded in Volume _____, Page _____ of the Plat Records of Uvalde County, Texas, reference to which map or plat and the said record thereof being hereby made for all purposes.

NOW, THEREFORE, that DEVELOPER, does hereby dedicate said property in accordance with the dedication appearing upon said map and agree that the land shown to be subdivided into numbered tracts according to said map is held and shall hereafter be conveyed subject to the covenants, stipulations and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for sale and improvement of said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered tracts as shown on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as herein otherwise provided, shall be and are hereby imposed upon each numbered tract in said subdivision, on said map and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Uvalde County, Texas and of Developer, its successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by the following restrictions, covenants and conditions as hereinafter set forth.

1. In these restrictions, the following words shall have the following meanings:
 - a. Developer - G.L. Ranches, Inc.
 - b. Tracts - Each of the numbered tracts according to the map or plat of the RIVER PARK heretofore referred to.
 - c. Owner - The person vested with the legal title to a tract or contract purchaser.
 - d. By-Laws - The By-Laws of RIVER PARK may be amended from time to time by proper actions of its Landowners.
2. None of said tracts or improvements erected thereon, unless otherwise designated on the plat or map, shall be used for any commercial purposes, except that private residences may be rented or leased to single families from time to time as the Owner may determine and professional services of a purely personal nature may be rendered which does not attribute to the property's appearance of any commercial use thereof.
3. No tent, lean-to, shack or other temporary structure of any character shall be constructed or maintained on any of said tracts. No building or structure shall be erected, constructed, maintained or permitted on any tract other than a single family residence and private garage, garden house, guest cottage, or other structures of permanent construction designed and constructed as appurtenant to the use and enjoyment of such primary residence building, and provided specifically that no unpainted sheet iron, sheet aluminum or sheet fiberglass structure shall be placed on any of said tracts. Mobile homes may be permitted on the _____ tract during the period of construction of a residence.
4. No building or other structure, except a small building adequate enough to enclose a water pump and tanks, shall be erected or altered on any tract nearer than fifteen (15) feet from any property line.

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5. No Commercial Hog Farms.
6. No firearms, will be permitted to be discharged on any of the tracts.
7. No outside toilets will be permitted, and no installation of any kind of disposal of sewage shall be allowed which would result, in raw or untreated sewage being carried into water bodies. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements for such systems as recommended by the State Health Department.
8. No tract in this subdivision shall be further subdivided into smaller tracts or lots, except that part of a tract may be purchased by owners of tracts adjoining on either side of the tract to be so sold.
9. All of the restrictions and covenants herein set forth shall continue and be binding upon Developer, its successors and/or assigns, and upon the purchasers of said tracts for a period of twenty-five (25) years from the date this instrument is filed for record in the office of the County Clerk of Uvalde County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title to seventy-five percent (75%) of the tracts as shown by the records of Uvalde County, Texas may release all of the tracts hereby restricted from any one or more of said restrictions and covenants, and may release any tract shown on said plat from any restrictions or covenant at the end of the first twenty-five (25) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments.
10. The terms and provisions hereof shall be binding upon Developer, its successors and/or assigns, and all persons claiming by, through, or under it, and all subsequent purchasers or owners of property in said subdivision each of whom shall be obligated and bound to observe the same in respect to breaches committed during his or their ownership of said property.
11. The waiver of invalidation of anyone or more of these restrictions, covenants, or conditions by judgment, court orders or otherwise, shall in no way constitute a waiver of or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.
12. If the parties hereto, or any of them, or their heirs, representatives, successors and/or assigns, shall violate or attempt to violate any of the provisions of these restrictions, it shall be lawful for any other person or persons owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons so violating or attempting to violate any of said mutual protective restrictions, and either to prevent him or them from so doing or to recover damages for such violation.
13. The Developer retains an easement ten (10) feet wide along the perimeter of the lot to be used for purposes of utilities. More fully described on the plat.
14. Uvalde County is perpetually relieved of any road maintenance duties.
15. Culverts for access roads shall be provided by buyer.
16. Tracts One through Four (1-4), Mobile Homes are not permitted. Tracts Five through Seventeen (5-17) Mobile Homes are permitted. Mobile homes must be skirted.
17. The roads shall be maintained by the Developer until Seventy-Five Percent (75%) of the tracts are sold.
18. Each land owner shall have a One-Seventeenth (1/17) Undivided interest in the River Park.
19. No inoperative or junk vehicles including Motor Vehicles, All Terrain vehicles, Go Carts and Boats shall be permitted to remain on any tract longer than sixty (60) days after the vehicle becomes inoperative.