

THE STATE OF TEXAS

20124

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MEDINA

That MEDINA RIVER WEST, a joint venture composed of NORMAN S. GUILLY, JR., E.D. SCHULS, J. H. HENNINGER, RAY D. BOWLS and C. BRYAN STUCKEY, JR., being all owners of the following described property in Medina County, Texas:

Lots 1 through 31, Block J;
Lots 1 through 20, Block K;
Lots 1 through 19, Block L;
Lots 1 through 26, Block M;
Lots 1 through 31, Block N;
Lots 1 through 31, Block O;
Lots 1 through 12, Block P;
Lots 1 through 26, Block Q;
Lots 1 through 31, Block R;

Medina River West Subdivision, Phase II (the "Subdivision") in Medina County, Texas, according to the map or plat thereof of record in Plat Book 7, Page 59-61 Plat Records of Medina County, Texas,

do hereby adopt and impose the following covenants, conditions and restrictions upon the above described property, which covenants, conditions and restrictions shall run with the land and shall be binding upon and inure to the benefit of all parties, now or hereafter owning or using the above described property or any portion thereof and their heirs, assigns, successors, devisees and administrators, to-wit:

1. There is hereby established the Medina River West - Phase II Architectural Control & Civic Committee (hereinafter referred to as the "Committee"), for the purpose of approving all construction plans, plot plans, residences, structures, fences, and other improvements to be built or placed upon any lot. The Committee may also enforce these restrictions or award fines in any manner that they shall deem appropriate and to the best interest of the subdivision. No residence, structure, improvement, or fence shall be placed upon any lot without prior approval of the Committee. In the event the Committee fails to act within thirty (30) days on any request for approval, it shall be assumed for all purposes that approval has been obtained. The initial members of the Committee shall be Norman S. Guilly, Jr., Ray D. Bowls and C. Bryan Stuckey, Jr. If any one or more members refuses or fails to serve, the remaining member or members shall forthwith appoint a person or persons as replacement members. In the event all of the Committee members fail, refuse, or are unable to serve, then the owners of the above property shall elect new Committee members, each lot having one (1) vote. There shall always be three (3) members of the Committee. Upon formation of the hereinafter described Property Owner's Association, all rights and duties of the Committee shall be automatically transferred to and vest in the Board of Directors of the Association.

2. No lot or tract shall be used for other than single family residential purposes except as provided herein, and no lot may have more than one single family residence thereon. The term "single family residence" ("Residence") shall include single and double wide mobile homes, modular homes, and homes constructed on the lot out of standard wood or masonry building materials. All mobile homes and modular homes shall (i) have the tongue and wheels removed upon placement on the lot, (ii) must be skirting within 30 days after placement on the lot, and (iii) must be anchored to the lot in the manner prescribed by applicable law.

3. Any backhoe built or placed on any lot shall contain at least seven hundred (700) square feet of living area, excluding patio, porch, garage, and carport.

4. Any residence or other structure on any lot that is placed on piers must be underpinned with masonry, plaster, or a material to match the exterior siding of the residence or other structure. No plywood underpinning is allowed.

5. All residences and other structures built on any lot shall be constructed of new materials, and shall be properly maintained in good condition.

6. No residence or other structures shall be built or placed on any lot in the Subdivision nearer to a public road than as shown on the "setback line" of the plat of the Subdivision, except as shown on Schedule "A" attached hereto. On each and every lot in the Subdivision, no residence or other structure shall be built or placed nearer than ten (10) feet to any side or rear lot line.

7. Fascia must be installed on any structure attached to a residence such as a carport, garage, swing patio cover, porch, so as to match the fascia of the residence.

8. Roofing material on any structure attached to a residence (if visible from any street) must match that of the residence to which attached.

9. Composition asphalt roll roofing and corrugated metal roofing shall not be used on any residence or other structure.

10. All improvements and structures including but not limited to residences, garages, barns, storage shed, animal pens, animal shelters, stock tanks, and any other improvements shall be constructed in a workmanlike manner out of quality materials. Said improvements shall be maintained such that their appearance shall not be detrimental in any respect to the Subdivision as a whole. That shall mean that said improvements, if applicable, shall be kept weatherproofed by painting or by such other method as necessary and as may be appropriate. Improvements shall not be allowed to deteriorate.

11. All structures, other than fences, not attached to a residence, must match the residence as to color and material.

12. The completion of construction of any residence or other structure on any lot shall not exceed nine (9) months from its commencement date.

13. No recreational vehicle shall be connected to utilities and be used as permanent or temporary living quarters.

14. No fences shall extend nearer to the front of a lot than the residence located thereon, or in the event no residence exists, no fence may extend nearer to the front of a lot than the building set back line, except for an open-type fence such as split rail or ornamental iron fence which may be placed along the property lines at the front of a lot. Chain link fencing or barbed wire fencing shall not be allowed in the front portion of a lot. No fence in the rear portion of a lot shall be higher than six (6) feet and no higher than four (4) feet on the front portion of a lot. The front portion of a lot is defined as that portion of a lot between the street frontage and the residence (or building set back line if no residence exists).

15. Private driveways and drainage structures, where required under private driveways, shall be constructed in accordance with Medina County specifications and must be constructed before any residence or other structure may be placed on any lot. Drainage structures shall consist of a corrugated metal pipe or concrete pipe with the following minimum standards: 20 feet in length and 15 inches in diameter. Driveway and drainage construction shall be with suitable gravel or base material, concrete or asphalt. The county commissioner shall approve all driveway and drainage construction plans and materials before construction can commence.

16. No residence shall be occupied without first constructing a Medina County approved sewer treatment plant or other sewer disposal system that is so approved. A permit must be obtained from the Medina County Department of Health and Sanitation.

17. No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any parcel shall be placed on any other parcel, or on streets or easements.

18. No trees four (4) inches or greater in diameter now or hereafter located in the Subdivision shall be removed, cut down or in any way damaged or destroyed without the prior written approval of the Committee, except where improvements are to be located.

19. Ten (10) feet inside of all property lines shall be preserved as a public utility easement (plus such additional space as may be required for guys or other utility pole support structure) a drainage easement, or any other easement which would be beneficial to the common good.

20. All service lines (including but not limited to water and septic lines) shall be buried in a workmanship like manner. The breaking of Hedden River Water Supply Company lines by any means (including but not limited to the breaking on of customer service lines) shall not be allowed and any repair expense shall be born by the lot owner.

21. The open storage of materials, goods, debris, and other items shall not be permitted except for construction materials during the time of construction.

22. Firecrackers, fireworks or fireworksters shall not be discharged upon or within any tract.

23. There shall be no outhouses or privies allowed on any lot.

24. Streets shall not be used for the parking of vehicles.

25. The storage of junked, abandoned, inoperable, or wrecked items such as motor vehicles, boats, and other equipment or materials shall not be allowed on any lot.

26. The storage of operable boats, trailers, equipment and other such items shall be behind the residence (or building set back line if no residence). Dock on the above items and motor vehicles is not to exceed two days unless the work is not visible from any street or adjoining lot.

27. No part of the Subdivision shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other waste materials shall be kept only in sanitary containers and hauled off. No burning shall be allowed. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

28. Owners shall not permit the accumulation of trash, rubbish, junk or other unsightly articles on their lots or on the streets abutting the same. The Committee or the Association (when formed), shall have the right (but not the obligation) to clean up and/or tow any lot which is in an unsightly condition. Owners shall keep drainage easements free of obstructions that would hinder proper drainage. Under no circumstances shall any lot owner be allowed or permitted to deliberately alter the topographic condition of any lot in any way which would alter the natural drainage patterns in the Subdivision.

29. No commercial raising of animals shall be permitted. Keeping of pigs, sheep and goats shall not be allowed.

30. The cumulative total of cows, horses, and like animals that may be possessed at any one time shall not exceed one (1) per each two acres of land owned. In the case of poultry, not more than three (3) per acre may be possessed at any one time.

31. All animals shall be contained within the lot lines either by fence, leash, or other comparable device. Animals shall not be allowed outside an owners lot.

32. No noxious, nuisance, or unlawful activity shall be permitted on any lot or public street in the Subdivision.

33. The developer or its agents shall have the right to use any unsplit lot for a sales office location, future road right-of-way, or any other purpose developer deems necessary.

34. No sign shall be placed on any lot in excess of ten (10) square feet, and no more than two (2) signs per lot will be allowed.

35. A Property Owner's Association may be formed by Redding River West joint venture ("Declarant") or by the other owners of lots in the Subdivision within 30 days after the date that the Declarant no longer owns a majority of the lots in the Subdivision, unless sooner formed at the sole discretion of the Declarant. Within 30 days following the date of formation of the Association, there shall be a meeting of the Association called for the purpose of electing a Board of Directors and Officers of the Association. All lot owners, including the Declarant, in the Subdivision shall be members of the Property Owner's Association, and shall be entitled to one vote for each lot owned in fee. When more than one person holds an interest in any lot, all such persons shall be members, but there shall be only one vote permitted for each lot owned. The Association shall be a corporation organized under the Texas Non-Profit Corporation Act. The Association shall have a Board of Directors consisting of three lot owners, and shall act by vote of a majority in interest of the owners of the Subdivision lots, voting in accordance with its procedures established herein and in accordance with its By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to this Declaration. By acceptance of a deed to any lot or lots within the Subdivision, the owner of such lot shall thereby expressly become bound by the terms, provisions and covenants herein contained, and shall be a member of the Association.

36. Upon the formation of the Association, all rights and duties of the Committee shall be automatically transferred to and vested in the Board of Directors of the Association.

37. The Declarant, for each lot owned by it within the Subdivision, hereby covenants, and each owner of any lot in the Subdivision covenants and agrees and is deemed to covenant and agree to pay to the Committee and to the Association, when formed: (i) annual assessments or charges and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the lot subject to this Declaration and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of each lot in the Subdivision at the time when the assessment fell due. The Committee may establish, collect and administer the assessments prior to the formation of the Association shall have the duty and obligation to establish, collect and administer such assessments.

38. The assessments levied by the Committee of the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for the improvement and maintenance of any roads or bridges located within the Subdivision, which is not being maintained by a public entity.

39. Each lot in the Subdivision may be subject to an annual maintenance charge assessed equally against each lot subject to these restrictions in an amount established by the Committee or the Board of Directors of the Association (when formed). Such assessments shall be paid by the record owner of each lot on January 1 of the year for which such maintenance charge is due. The Committee or the Board of Directors of the Association, when formed, may increase the amount of each annual assessment by fifty percent above the previous year's annual assessment. By vote of fifty-one percent (51%) of the members who are voting in person or by proxy at a meeting called for the purpose of increasing the annual assessment, such annual assessment may be increased by more than fifty percent per annum over the previous year's annual assessment. The Committee, or the Board of Directors of the Association, when formed, shall fix the amount of the annual assessment against each lot at least thirty (30) days before each January 1st. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be March 1, of each calendar year. The Committee of the Association, when formed, shall, upon demand, and for a reasonable charge, furnish a certificate signed by a majority of the Committee or by an officer of the Association, when formed, setting forth whether the assessments on a specified lot have been paid.

40. In addition to the annual assessments authorized above, the Committee or Association, when formed, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of (i) any bridge or roads within the Subdivision not being maintained by public entity, (ii) any property within the Subdivision conveyed to the Association by the Declarant, and (iii) for any other purposes as may be deemed necessary or desirable by the Committee or the Board of Directors of the Association, when formed, to maintain or improve the Subdivision in the manner which it considers to be of the greatest general benefit to the owners and occupants of the Subdivision; provided that any such assessment must have the assent of fifty-one percent of the members who are voting in person or by proxy at a meeting duly called for this purpose.

41. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 39 and 40 above shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all of the members entitled to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

42. Both annual and special assessments must be fixed at a uniform rate for all lots. However, the Association may assess individual lot owners the reasonable cost of moving and cleaning such owner's lot as provided in Paragraph 38 above.

43. Any assessment not paid on the date when due shall be immediately delinquent and shall, together with such interest and cost of collection as is hereinafter provided, immediately become a continuing lien on the property which shall, to the full extent permitted by law, bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Committee, or the Association, when formed, may either (i) bring an action at law against the owner personally obligated to pay the same, or (ii) foreclose the lien against the property, or (iii) both, and, in either event, there shall be added to the amount of such assessment interest as provided and all costs of collection, including reasonable attorney's fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association property or any other property dedicated to the public within the Subdivision which is not being maintained by a public entity, or by abandonment of his lot.

44. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot owner from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent owner from this personal obligation and liability therefore.

45. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to any bridge or road or any other property dedicated to the public within the Subdivision which is not being maintained by a public entity, or from any action taken to comply with any law, ordinance or order of a governmental authority.

46. The Declarant shall have the right, but not the obligation, to convey certain land within the Subdivision to the Association for the use and enjoyment by the members of the Association.

47. The Committee, or the Association, when formed, shall approve, maintain, repair, and otherwise care for the property conveyed to it by the Declarant and any other property dedicated to the public within the Subdivision which is not being maintained by a public entity.

48. In the event that the need for maintenance or repair is caused through the willful or negligent act of any owner, his family, guests or invitees, the Committee, or the Association, when formed, shall add the cost of such maintenance as a Special Assessment to the normal assessment of such owner.

49. These restrictions, covenants, and conditions may be enforced by Medina River West Joint Venture, the Committee, the Property Owner's Association (when formed), the Medina County Commissioner's Court, Texas-Medina-Atascosa Water Control & Improvement District #1, or by the owners of any lot in the Subdivision, by any lawful means.

50. These restrictions, covenants, and conditions are to run with the land and shall inure to the benefit of and be binding on all parties and their heirs, representatives, successors, and assigns until January 1, 2006, after which time they shall be automatically extended for successive periods of ten (10) years. After January 1, 2006 an instrument signed by a majority of lot owners in Medina River West Subdivision Phase II and recorded can change the restrictions in whole or in part, such change shall take place on the date such instrument is filed of record in the Deed Records of Medina County, Texas.

51. If any portion of these restrictions, covenants, and conditions shall be changed or declared invalid by law or by court order, it shall not affect the validity of any other provisions or portion thereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof or invalidate such provision or provisions.

52. Nothing contained in this document nor any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the Subdivision or any portion thereof.

53. Every person who now or hereafter owns or acquires any right, title, or interest in or to any property in the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquires an interest in the property.

54. The Property Owner's Association (P.O.A.-II), when formed, shall merge with the Property Owner's Association of Medina River West - Phase I (P.O.A.-I) should the P.O.A.-I elect to merge. Such merger shall be for consolidating Board of Directors, Officers, dues collection, etc. The P.O.A.-I organization shall be the surviving entity after the merger with their By-Laws, dues, officers, directors, etc. controlling. Such a merger in no way affects the remainder of these restrictions. A condition to the merger is that any subsequent Medina River West phase Property Owner's Association be allowed to merge into P.O.A.-I. Should the initial merger of P.O.A.-II into P.O.A.-I not take place, P.O.A.-II shall allow any subsequent phase to merge with it.

55. The Committee or the Association (when formed) in its discretion may exercise the limited right to approve minor deviations in these Restrictions without actual amendment thereof, in its opinion, such deviation will be beneficial to the common good.

56. Medina River West Joint Venture hereby reserves the right to restrict the use of land within the Sealtory Control Easement (as shown on the plat) until such restrictions are recorded as a later date. Septic tanks, drain fields, drilling, or any other activity that could create an unsanitary condition within, upon or across the easement are prohibited.

EXECUTED this 16 day of JUNE, 1926.MEDINA RIVER WEST,
Joint ventureBy: E. D. BOLS
E. D. BOLSBy: Morris K. Gully, Jr.
MORRIS K. GULLY, JR.By: J. H. McCullick
J. H. McCULLICKBy: Rex D. Jones
REX D. JONESBy: C. Bryan Stuckey, JR.
C. BRYAN STUCKEY, JR.

THE STATE OF TEXAS

COUNTY OF

before me, the undersigned authority, on this day personally appeared E. D. BOLS, MORRIS K. GULLY, JR., J. H. McCULLICK, REX D. JONES, and C. BRYAN STUCKEY, JR. joint venturers in Medina River west joint venture, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of June, 1926.

Peter P. Schmit
Notary public in and for the State of
Texas, Bexar County

Peter P. Schmit
Typed or Printed Name of Notary

My Commission Expires 10-9-29

Paragraph - Building Setbacks

<u>Block</u>	<u>Lot(s)</u>	<u>Setback from Road</u>
J	1-23, 25-29	50' (except west side of lot 26 and east side of lot 29 which shall be 25')
J	24-25, 30-31	75'
K	1-20	50' (except east side of lots 1-20 and west side of lots 10-11 which shall be 25')
L	1-19	50'
M	1-5, 14-20, 6-10, 15, 22-24	100' 50' (except south side of lot 7 which shall be 25')
	11-14 21, 25, & 26	75' 25'
N	1, 11-17, 30-31 2-9 10, 18-29	50' 100' 75' (except west side of lot 29 which shall be 50')
O	1-3, 7, 16, 18-21, 25-27	75' (except west side of lot 1, and south side of lot 26 which shall be 50')
	8-14, 28-29 4, 6, 15, 17, 23, 30-31	100' 50' (except east side of lot 15 which shall be 75')
	5, 24	25'
P	1-12	50' (except east side of lots 6 & 7 and west side of lots 1 & 12 which shall be 25')
Q	1-26	50' (except east side of lots 13 & 14 which shall be 25')
R	1-10 11-23 29-31	100' 75' 50'

FILED IN MY OFFICE
ANNA VAN DE WALLE

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COUNTY CLERK, MEDINA CO.

STATE OF TEXAS
COUNTY OF MEDINA

Notary Public for the State of Texas
My Comm. Expires 12/31/2006
Notary Public for the State of Texas
My Comm. Expires 12/31/2006

JUL 1 1986
Anna Van De Walle



Notary Public, Medina County, Texas