

**DEDICATION AND DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
RIVER RANCH**

INDEXED

**THE STATE OF TEXAS
COUNTY OF KIMBLE**

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42442

This Dedication and Declaration of Restrictions and Protective Covenants for River Ranch, hereafter called (Declaration") is made effective this the 1st day of May 2007, by Randy Lewicki and Sarah Lewicki hereafter called ("Seller"):

WITNESSETH:

Whereas the Seller desires to create a Residential, Recreational & Ranch community located in Kimble County, Texas, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes hereafter referred to as the ("Property").

Whereas the Seller desires to provide for preservation of the values and amenities of the Property and for the maintenance of open spaces and other common facilities, and, to this end, desires to subject the Property to the Covenants, Restrictions, easements, charges and liens, hereinafter set forth, all of which are for the benefit of the Property and each Buyer thereof:

Whereas the Seller believes that it is desirable for the efficient preservation of the values and amenities of the Property to identify and select someone or agency that would have the powers of maintaining, administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created.

Now, therefore, the Seller does hereby adopt the accompanying map, designated thereon and to be known as "River Ranch", Kimble County, Texas, and its plan for subdividing such lands into Tracts, roads and easements for the uses designated on said map or plat. Further, the Seller declares that the Property, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, limitations, charges and liens, sometimes hereinafter referred to as "Covenants and Restrictions", hereinafter set forth.

**ARTICLE I
Definitions**

The following words when used in this Declaration or any Supplemental Declaration, unless the context shall prohibit it, shall have the following meaning.

- 1) "Tract" shall mean and refer to any plot of land shown on the accompanying map or plat, with the exception of Common Properties as heretofore defined.
- 2) "Buyer" shall mean and refer to the record Buyer, whether one or more persons or entities, of the fee simple title to any Tract situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**ARTICLE II
Grazing Lease**

This Property is currently subject to an unrecorded grazing lease which expires May 1, 2010. ANY BUYER, AT ANY TIME, MAY ELECT TO WITHDRAW THEIR TRACT OR A PORTION THEREOF BY SIMPLY FENCING OFF THEIR TRACT OR PORTION THEREOF AND THEIR TRACT OR PORTION THEREOF SHALL NO LONGER BE SUBJECT TO THE TERMS AND CONDITIONS OF THE GRAZING LEASE.

**ARTICLE III
Covenants and Restrictions**

In addition to all other Covenants and Restrictions provided in or by this Declaration, the Property shall be, unless otherwise expressly exempt therefrom in this Declaration, subject to the following Covenants and Restrictions shall be binding on all parties having any right, title or interest in the Property, or any part thereof their heirs, representatives, successors or assigns, to-wit:

TERM:

- These Covenants and Restrictions shall be effective for a term of five (5) years during which time they may be amended, altered or revised by an instrument signed by Buyers of not less than seven (7) of the Tracts, and duly recorded. Following such five year period, all such Covenants and Restrictions shall be automatically extended for successive periods of five (5) years unless otherwise amended, altered or revised by an instrument signed by Buyers of not less than seven (7) of the Tracts, and duly recorded.

RESIDENCE / BUILDINGS / STRUCTURES:

- No mobile home or house trailer shall be placed or maintained on the Property. Any dispute or question as to what constitutes a mobile home or house trailer shall be resolved conclusively by the determination of the Seller. Travel trailers shall be permitted on the property for recreational purposes only and for up to sixty (60) consecutive days per year. They may be stored on the Property indefinitely provided they are stored out of sight in an approved garage or approved metal building. However, Seller shall be allowed to have a travel trailer in place on one of the unsold tracts until all tracts have been sold.
- No residence on any Tract shall contain less than 800 square feet of living area, excluding garages, carports, covered patios, and attached storage areas. Construction shall only use new materials and all construction shall be concluded within 270 days of starting date.
- No more than One (1) residence per Tract and no Tract will be subdivided. There shall be no multiple family dwellings constructed on a Tract.
- No substandard structure of any character may be placed, constructed or maintained by any said Tracts, nor shall any structure of temporary character be used as a permanent residence thereon.
- All outbuildings must be of new materials that are of low maintenance. Brick, rock or pre-engineered metal buildings are preferred. All outbuildings must have exterior finished within 180 days of start.
- All buildings and structures of whatever nature, except for fences, must be set back at least fifty (50) feet from all roads or streets and at least fifty (50) feet from any Tract owned by another Buyer, provided, however that an Buyer may build or locate a building or structure less than fifty (50) feet from any Tract owned by another Buyer if the Buyer secures the prior written consent of the adjoining Buyer.
- All residences shall be connected to a permanent septic tank system for sewage disposal. Each septic tank system shall comply with the minimum standards required by Kimble County or the State of Texas which ever is the governing body at the time of installation.

- All water wells which are drilled or reworked on any Tract shall be drilled or reworked in accordance with applicable state regulations and approved by the Kimble County Water District.
- All electrical wiring and all plumbing installations in any building or structure shall be installed in a good and workmanlike manner and in compliance with all applicable rules and regulations of the Texas Department of Health or Kimble County which ever is the governing body at the time of installation. No overhead wiring or cable is permitted outside the existing utility easements identified on the subdivision plat. All wiring and cable to be located outside the existing easements must be buried.

USE OF PROPERTY:

- All Tracts must be used only for residential, ranch, recreational or limited agricultural purposes only. No swine or poultry permitted on the Property.
- Without prior written consent by the Seller, all fencing must be set back a minimum of 50' from the river survey line of all Tracts. An approved perimeter fence would be 4' net wire (10-47-6-12 1/2) with 1 strand of barbed wire placed directly on top of the net wire, and would be held up by 6' steel or galvanized T-Post on 15 foot centers and every 5th post would be of treated wood, cedar or 2 7/8" structural steel pipe. Corner posts would be 4 1/2" structural steel pipe H brace cemented into place.
- All Tracts must be well maintained at all times including dwellings, outbuildings and fences. No towers over 40 feet above ground level.
- Household pets and domestic animals or livestock may be permitted on the Property, provided, however, that nothing herein shall be construed to permit the business or commercial use thereof other than explicitly stated herein or to permit an annoyance or nuisance to any Buyer. Any and all such pets or domestic animals or livestock must be confined at all times to the Tract of Buyer by fence or otherwise.
- Any Buyer may have, and use on a Tract domestic livestock not to exceed the stocking rate of one animal unit which is hereby defined as follows: two heads of cattle, or two sheep, or three goat, or 2 horses per five (5) acres regardless of the size of such livestock. Colts, calves, lambs, kids and the young of any other domestic livestock of less than one year of age born and raised on the Tract shall not be included in determining the foregoing limitation. Under no circumstance shall a buffalo, or any animal with buffalo blood be considered a domestic animal. Any Buyer may sell, trade or otherwise dispose of such livestock, whether mature or young, provided that Buyer does not regularly engage in the trading of such livestock located on a Tract. As an exception to the foregoing, a stallion shall not be permitted on any Tract.
- No dairies, dog kennels, or other type of breeding kennels, shall be permitted on the Property. Show animals that are stalled and fed are not considered grazing animals, and may be permitted in excess of the aforesaid stocking rate as long as the area is maintained, and the Seller receives no complaints.
- Any Buyer may conduct on the Property the planting, growing, cultivating and harvesting of any agricultural crop grown or produced from the soil whether on the ground or enclosed, provided, that no operational activities in connection therewith shall be conducted during darkness, no aerial application shall be conducted thereon, no retail sales shall be conducted thereon, and no operation shall be conducted thereon under conditions of wind and dryness that would cause dust to be carried to any adjoining Tract.
- No Tract shall be used for any kind or character of business or commercial purpose, except as explicitly described herein.
- No quarrying or mining operations of any kind or character shall be conducted on or under any Tract.
- No abandoned or inoperative motor vehicle or other machinery shall be placed, or permitted to remain, on the Property. No part of the Property shall be used or maintained as a dumping or storage ground for junk, rubbish, trash, garbage or other waste material, and no such items or material shall be kept or permitted on the Property except temporarily in containers adequate for that purpose. All such containers or receptacles shall be placed either indoors or in an area screened by natural vegetation or terrain or artificial structure so that it is not visible from the roads or streets or from the neighboring Tracts. Every Buyer shall be responsible for keeping his Tract in a reasonably clean condition.
- All automobiles, tractors, trucks or other vehicles on a Tract must be currently inspected and in operable condition unless they are stored in a fully enclosed garage or barn. No commercial vehicles may be stored on a Tract at any time.
- No Tract shall be used or maintained as a dumping ground for rubbish, trash, or junk of any nature. All garbage and waste shall be kept in containers upon each Tract until disposed of in an approved landfill. Temporary storage shall be permitted for only seven (7) days.

EXCEPTION(S):

- Declaration shall not apply to existing improvements in place on Tracts 2 and 3 as of May 1, 2007.

ARTICLE IV. **Enforcement of This Declaration**

It shall be the primary responsibility, but not the duty, of the Seller to enforce strict compliance by Buyers with the Covenants and Restrictions. Said Covenants and Restrictions may be enforced by proceedings at law or in equity, including injunctive relief to prevent construction, to remove improvements, or otherwise to compel compliance, or by any other legal remedy. Buyer waives notice of non-compliance. If, however, the Seller should notify Buyer in writing of non-compliance of any Covenants and Restriction and Buyer fails to cure same within ten days from delivery thereof, the Seller, or it's agent, shall be authorized to enter upon Buyer's Tract to correct such non-compliance at the expense and cost of Buyer which shall become due and payable on demand, shall bear interest at the rate of ten percent (10%) per annum, and shall become liable for the Seller's reasonable attorney's fees and court costs incurred in enforcement which shall likewise become payable upon demand, bear interest at the rate of ten percent (10%) per annum, and become a lien against the Tract. Failure of the Seller to enforce any covenant or restriction shall not be deemed a waiver of any prior or subsequent violation of any such covenant or restriction. Violation of any covenant or restriction shall not however, bring about a forfeiture of title to any such Tract under violation.

ARTICLE V **Annual Charge**

For the purpose of providing funds for the maintenance of roads and common elements, each Tract shall be subject to an annual charge, (hereinafter referred to as the "Annual Charge"). The Annual Charge hereby imposed shall be and remain a charge against and a continued lien against any Tract, and shall run with, bind and burden such land. Provided, however, the lien of any mortgage, mechanics lien, contract, deed of trust or vendor's lien imposed as a bona fide security for purchase of money, construction loan or improvement loan on the Tract in question shall be considered a prior and superior lien on the Tract and shall not be invalidated by the foreclosure of the lien imposed by the Annual Charge.

- **AMOUNT:** \$ 50.00 per year commencing on January 1, 2009, and shall be paid to Seller. In any year after 2009, the Seller may increase the amount of the Annual Charge, but the Annual Charge shall in no event be greater than \$ 100.00 per year unless agreed upon by Buyers of not less than seven (7) Tracts.
- **BILLING:** The Annual Charge shall be billed each year on the first day of December and unless the Buyer of any Tract shall pay the Annual Charge by the fifteenth day of December of each year, the same shall be deemed delinquent and shall bear interest at the maximum legal annual rate until paid.
- **FAILURE TO PAY:** If the Buyer of any Tract shall fail to pay the Annual Charge, when due, the Seller shall have the right to enforce the lien which is hereby imposed, under the law of the State of Texas, including a foreclosure sale and deficiency decree, subject to the same procedures as in the case of deeds of trust.

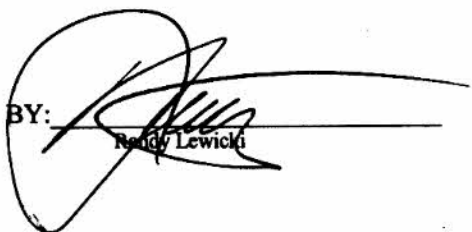
ARTICLE VI
Home Owners Association

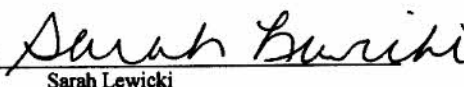
The Seller shall have the right, but shall not be required, to establish a HomeBuyers' Association at any time in the future. If a HomeBuyers' Association is established, all Buyers of a Tract shall be required to join and become members and become bound by its rules and regulations. If a HomeBuyers' Association is established, its rules and regulation shall supersede and take the place of Article's V and VI of the Declaration, provided however, that in no event shall the Annual Charge for belonging to said HomeBuyers' Association be in excess of those charges previously listed in this Article. The HomeBuyers' Association, if formed, shall be entitled to receive any Annual Charge herein specified and shall be solely responsible for, among other things, the maintenance of all common areas and common elements.

ARTICLE VII
General Provisions

- **NOTICES:** All Notices required herein shall be deemed effective if delivered personally or if sent prepaid by United States Mail with adequate postage to the Buyer at their last know address.
- **SEVERABILITY:** Invalidation of any one of the provisions, covenants, restrictions or conditions of this Declaration by judgement of a court of competent jurisdiction shall in no wise affect any other provision, covenant, restriction or condition which shall remain in full force and effect.
- **TREE TRIMMING / REMOVAL:** Any oak tree or pecan tree located within 50' of a Tract division line shall not be trimmed or removed without prior written consent of the adjoining Tract Buyer and or Seller if applicable.
- **HUNTING:** Bow hunting only. In order to qualify to bow hunt, a Buyer must own a minimum of nine (9) acres or more. No rifles or hand guns.
- **SUBDIVISION:** Tract 10 may be subdivided into two (2) individual tracts with the smaller of the two (2) tracts being no less than six (6) acres.
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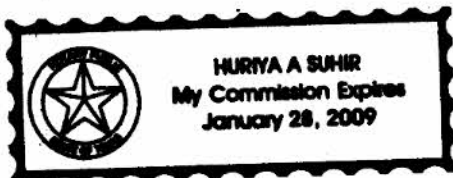
IN WITNESS WHEREOF, the undersigned have executed this Declaration effective this 1st day of May, 2007.

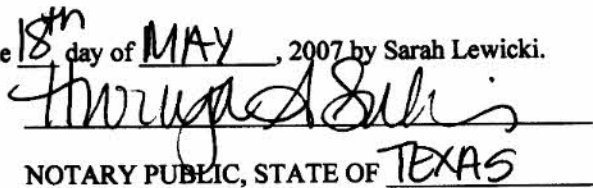
BY: 
Randy Lewicki

BY: 
Sarah Lewicki

THE STATE OF TEXAS
COUNTY OF MIDLAND

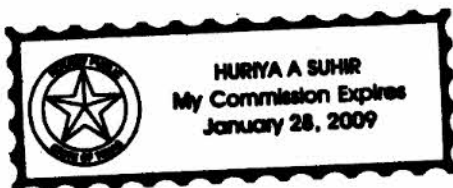
This instrument was acknowledged before me on the 18th day of MAY, 2007 by Sarah Lewicki.




NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on the 18th day of MAY, 2007 by Randy Lewicki.



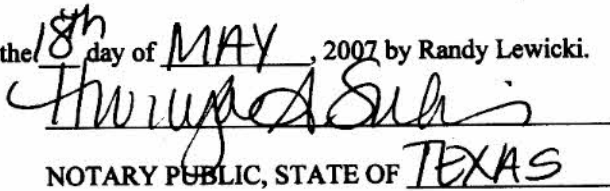

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

See "River Ranch" subdivision plat filed in Vol. 2, Page 18 of the Kimble County
Subdivision Records in Kimble County, Texas.

FILED FOR RECORD

05-24-07P02:21 FILE

HAYDEE TORRES

COUNTY CLERK, KIMBLE COUNTY, TEXAS.

BY Kathy Whitlock
AUDREY SELLERS, DEPUTY
KATHY WHITLOCK, DEPUTY

STATE OF TEXAS
COUNTY OF KIMBLE

42442

I hereby certify that this instrument was FILED FOR
RECORD on the date and at the time entered hereon
by me and was duly RECORDED in the Volume and
Page of the _____

Records of Kimble County, Texas.



Haydee Torres

County Clerk, Kimble County, Texas

VOL. _____

PAGE _____

RECORDED _____