Real County, Tools

THE STATE OF TEXAS COUNTY OF REAL

RESTRICTIONS, COVENANTS AND RESERVATION OF CROWN MOUNTAIN RANCH, UNIT I

Oak Meadows Ranch Limited Partnership, the owner of the real property known as Crown Mountain Ranch, Unit I, a subdivision in Real County. Texas, hereby attaches the following deed restrictions on Crown Mountain Ranch, Unit I:

No hunting shall be permitted on any of the tracts.

2. No swine are permitted on any tract in the subdivision except as projects for youths, 18 years of age and younger, for 4-H or FFA. These animals are to be fed

in confinement until the date of their respective competitions only.

None of the tracts in the subdivision 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 of the tract may determine, and professional services of a purely personal nature may be rendered which does not attribute to the property any appearance of any commercial use thereof.

No inoperative or "junk" vehicles, including but not limited to motorcycles, allterrain vehicles, go-earts, and boats shall be permitted to remain on any tract for

longer than sixty (60) days after the vehicle becomes inoperative.

No trash, garbage, refuse, used lumber, or other unsightly items may be maintained, kept, thrown, dumped, or otherwise disposed of on any tract. Any trash left on the road for pick-up shall be contained in an enclosed structure that will shield it from view from the road and protect from scattering by animals.

6. Primary residence structures shall contain a minimum of 1,200 square feet of living area, exclusive of all porches, garages, breezeways, and outside storage

7. Secondary residence structures (guest houses) shall have no required minimum square footage, however, a secondary residence structure can only be constructed after, or concurrent with the construction of the primary residence structure

No tent, lean-to, shack or other temporary structure of any character shall be

constructed or maintained on any of the tract in the subdivision.

9. Outbuildings, (barns, garden houses, etc.) must be permanent in nature and provided specifically that sheet iron, sheet aluminum, or sheet fiberglass is painted. Unpainted sheet-metal roofs are permitted.

10. All structures in the subdivision shall be constructed and maintained in such a

way as to not detract from the appearance of the subdivision.

11. All structures, except fences, shall be, at a minimum, two hundred and thirty (230) feet from the centerline of the sixty (60) foot road easement and one hundred (100) feet from any other exterior property line.

12. A ten (10) foot wide utility easement is reserved around each tract for the benefit of laying and servicing utility and water lines. No structures, except fences, may be placed in this utility easement.

13. No prefabricated or manufactured housing of any kind, including but not limited to "doublewides" and/or building constructed of stucco/plaster-coated

prefabricated exterior panels, shall be permitted on any tract.

14. Travel trailers, motor homes, etc. shall be allowed on tracts for a period of not more than 30 consecutive days prior to the construction of a primary residence. During the construction of the primary residence, travel trailers, motor homes, etc. shall be allowed for a period of not more than one (1) year from the date that building is commenced. After construction of the primary residence, all travel trailers, motor homes, boats, etc. shall be stored in a location screened from the

- No tract in the subdivision may be subdivided until after June 1, 2021. Thereafter, no tract may be subdivided which will result in a tract of five (5) acres or less.
- 16. The developer, or assigns, reserves the right to graze (cattle and horses only) the property until such time that the Owner erects a fence on his/her property to keep said animals out. The developer shall not be liable to owner for any damage by said livestock or pasturage fees.
- 17. All fences constructed in the subdivision shall be constructed with new materials of wood plank, rock, pipe, or net wire. They shall be installed in a workman-like manner and shall not detract from the appearance of the subdivision. All fences shall be, at a minimum, forty-two (42) inches high. No barbed wire fences shall be allowed.

18. No fences shall be erected which cross any road easement or encroach upon any sixty foot (60°) road easement, regardless of whether gates or gaps are installed to provide access to said easements.

19. Water service will be provided to the owners of Lots in the subdivision by Crown Mountain Water Supply Corporation ("Corporation"), a private non-profit Texas corporation. Each person, persons or other entity, hereinafter referred to as person, who purchases a lot in the subdivision shall become a member of the Corporation. Such person shall pay an initial membership fee to the Corporation in the amount set by the Corporation from time to time, to be paid contemporaneously with the purchase of such property. The membership is not transferable except as a part of the conveyance of real estate from which the membership arises. Each member shall be subject to the Articles of Incorporation of the Corporation, Bylaws, applicable state and federal laws and other rules and regulations adopted from time to time by the Board of Directors of the Corporation ("Board"). Water for all domestic purposes shall be provided by said Corporation. Owners of tracts in Crown Mountain Ranch may drill wells, but water from these wells may only be used for non-domestic purposes.

Prior to connection to the system of the Corporation, each Lot shall be subject to a maintenance charge as set from time to time by the Board which shall terminate upon connection to the water system and thereafter each Lot shall be subject to the water rate charges set from time to time by the Board. In addition to water

Volume(LO), Page 58/ Real Property Records Keal County, Texas

rate charges, the Board is authorized to levy special assessment from time to time if necessary to cover operating cost, repairs, maintenance or other expenses.

Failure to pay any charge as assessed may result in discontinuance of service to the delinquent member. In addition, payment of water rate charges and/or special assessments or other authorized charges is secured by a Vendor's Lien to ensure payment. Such Vendor's Lien is hereby assigned to Corporation and shall insure to the benefit of Corporation. In the event it becomes necessary to employ legal counsel to enforce payment, such delinquent member shall be responsible for reasonable attorney's fees and other reasonable costs in collection efforts. Interest on all delinquent accounts shall accrue at the highest rate allowed by law. The Vendor's Lien described herein shall be secondary, subordinate and inferior to all liens present and future given, granted and created by or at the instance and request of the owner of any such lot to secure the payment of monies advance or to be advance on account of the construction of improvements on any such lot to the extent of any such charges or fees accrued and unpaid prior to foreclosure of any such charges or fees accrued and unpaid prior to foreclosure of any such construction lien. The collection of a Vendor's Lien will be enforced under the provisions of Section 51.002 of the Texas Property Code as a contract lien. Corporation is required to provide the same notice and follow the same procedure required by Section 51.002 for the collection of such contract lien.

20. Any Owner of any tract may enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is by way of any injunction or by recovery of damages, and the failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer shall also have the right, not the obligation, to enforce these covenants and restrictions in accordance with the provisions set forth herein.

21. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

22. The covenants and restrictions may be amended, or an Owners Association may be formed at any time by means of a written, recorded amendment signed by the owners of no less than seventy percent (70%) of the tracts with one vote per tract. For the purposes of this paragraph, the Developer shall be considered the Owner of all tracts where record title is held by the Developer, however, the Developer will not vote for the formation, nor will the Developer block the formation of an Owners Association. Further, under the same procedure required for an amendment under this paragraph, waivers or variances of these covenants and restrictions may be granted from time to time with respect to any tract, or with respect to any owner or occupant thereof, for the purpose of relieving hardship or permitting good architectural planning to be effected.

23. The Developer hereby reserves the right to amend, alter, or delete provisions in these Restrictions, Covenants, and Reservations for a period of one (1) year after the date of this document. Changes to the Restrictions, Covenants, and Reservations in this one (1) year period may be made by the Developer, at his/her

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Real County, Texas

sole discretion, regardless of the percentage of tracts under his/her control as mentioned in Paragraph 22.

Dated this the 31 St day of July, 2001.

Oak Meadows Ranch L.P

Mark T. Carlile General Partner

STATE OF TEXAS COUNTY OF REAL

This instrument was acknowledged before me on the $\frac{27-37}{2}$ day of July. 2001, by Mark T. Carlile, General Partner, Oak Meadows Ranch L.P.



NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS II # 45, 103

I. BELLA A. RUBIO, County Clerk of Real County. Texas, do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 2/5 day of July 200/ with its certificate of authentication was filed for record in my office the 3/5 day of July 200/ at 3/05 o'clock / M and duly recorded the 2/6 day of July 200/ at 050 o'clock / M in the 200 for pages 5/7/050 Records of said county in Volume 200 on pages 5/7/050 WITNESS MY HAND AND SEAL of office at Leakey, Real County. Texas the day and year last above written.

BELLA A. RUBIO

County Clerk, Real County, Texas

AMENDMENT OF THE RESTRICTIONS, COVENANTS AND RESERVATIONS OF CROWN MOUNTAIN RANCH, UNIT I

Oak Meadows Ranch Limited Partnership, the owner of the real property known as Crown Mountain Ranch, Unit I, a subdivision in Real County, Texas hereby deletes the Amendment of the Restrictions, Covenants, and Reservations of Crown Mountain Ranch, Unit I, dated July 15, 2002, and recorded in Volume 70, Page 359 of the Real Property Records of Real County, Texas, and amends the Restrictions, Covenants, and Reservations of Crown Mountain Ranch, Unit I, as recorded in Vol. 60, Pages 579-582 of the Real Property Records of Real County, Texas, as follows:

Item 1. is hereby deleted and replaced with the following:

1. Deer and turkey hunting shall be permitted on tracts within the subdivision provided that said hunting is done with a bow, crossbow (when permitted by law), and/or shotgun. No discharge of any center-fire rifle, or handgun, shall be permitted. No more than one (1) blind may be placed on any individual tract. Said blind shall be constructed in a manner as to not detract from the overall appearance of the subdivision and must be screened from view from the road. The blind shall abide by all other relevant clauses, including set backs, contained within these Restrictions, Covenants, and Reservations.

Item 2. is hereby deleted and replaced with the following:

2. None of the tracts in the subdivision 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 of the tract may determine, and professional services of a purely personal nature may be rendered which does not attribute to the property any appearance of any commercial use thereof. However, Developer reserves the right to take caliche base material off of Tract 14 until such time that Developer sells said tract, and that is understood that the Developer may grant to Real County a perpetual easement to acquire caliche base material on said tract.

Item 22 is herby deleted and replaced with the following:

22. The covenants and restrictions may be amended, or an Owners Association may be formed at any time by means of a written, recorded amendment signed

PAGE LOF 3

Volume 78, Page 536
Real Property Records
Real County, Texas

by the owners of no less than seventy percent (70%) of the tracts with one vote per tract. If an Owners Association is formed according to this paragraph, membership shall be mandatory for all tracts contained within Crown Mountain Ranch Subdivision, Unit I. For the purposes of this paragraph, the Developer shall be considered the Owner of all tracts where record title is held by the Developer, however, the Developer will not be subject to, or liable for any fees imposed by the Owners Association. Further, under the same procedure required for an amendment under this paragraph, the Developer may grant waivers or variances of these covenants and restrictions from time to time with respect to any tract, or with respect to any owner or occupant thereof, for the purpose of relieving hardship or permitting good architectural planning to be effected.

Item 23. is hereby deleted and replaces with the following:

23. The Developer hereby reserves the right to amend, alter, or delete provisions in these Restrictions, Covenants, and Reservations until such time that an owners association is formed or 70% of the total tracts are sold. Changes to the Restrictions, Covenants, and Reservations in this period may be made by the Developer, with the consent of 70% of the owners of individual tracts not under the control of the Developer at the time the change is being made, regardless of the percentage of tracts under Developers control as mentioned Paragraph 22.

Dated this the 30th day of June, 2003.

Oak Meadows Ranch L.P.

Mark T. Carlile General Partner

Volume 28, Page 539 Real Property Records Real County, Texas

STATE OF TEXAS COUNTY OF Real

This instrument was acknowledged before me on the 30 day of June, 2003, by Mark T. Carlile, General Partner, Oak Meadows Ranch L.P.



NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)(47,780

COUNTY OF REAL)(

i, BELLA A. RUBIO, County Clerk of Real County, Texas, do hereby certify that the foregoing INSTRUMENT OF WRITING, dated on the 307 day of 2003 with its certificate of authentication was filled for record in my office the 30 day of 2003 at 3:25 o'clock M and duly recorded the 3 day of 2003 at 9:100'clock M in the 1000 Constant Records of said county in Volume 28 on pages 535-537 WITNESS MY HAND AND SEAL of office at Leakey. Real County, Texas the day and year last above written.

BELLA A. RUBIO County Clerk, Real County, Texas

> Provisions contained in any document. which restrict the sale, rental or use us the Real Property described therein because of race or color are invalid and unenforceable under Federal Law

CROWN MOUNTAIN WATER SUPPLY CORP. TARIFF

Effective Date: October 1, 2013 First Billing Date: November 1, 2013

RATES

INDIVIDUAL METER

MONTHLY MAINTENANCE RATE

Monthly maintenance is charged to all property owners whether or not they have a meter.

Residential	\$35.00
Commercial	\$85.00

MONTHLY USAGE RATES

Usage is determined by water as measured through the water meter

A minimum flat rate is applied to all meters. This rate includes up to 2,000 gallons of water.

USAGE	RESIDENTIAL RATE PER 1,000 GALLONS	COMMERCIAL RATE PER 1,000 GALLONS
0 - 2,000 Gallons (Flat Rate)	\$65,00	\$85.00
Next 4,000 Gallons	\$ 4.50	\$ 4.75
Next 4,000 Gallons	\$ 8.00	\$ 8.40
Next 5,000 Gallons	\$12.00	\$12.60
Remainder	\$16.00	\$16.80

MULTI-USE FACILITIES

In multi-family projects (apartments, condos, townhouses, etc.) each individual unit shall be individually metered if possible. Where individual metering is not possible, practicable or, the desirable following rates shall apply.

Monthly water rates above apply on a per unit basis. If individual meters are not possible the rates above are applied on a per unit bases as the total usage divided by the number of occupied units.

Residential	\$200.00 plus \$20.00 per unit
Commercial	\$200.00 plus \$20.00 per unit

MISCELLANEOUS FEES

Membership Fee	\$1,500.00
Security Deposit, Residential	Incl. in Tap Fee
Security Deposit, Commercial	Incl. in Tap Fee
Tap Fee, Residential (5/8 x 3/4 Meter)	\$1,300.00
Tap Fee, Commercial (1" Meter or less)	\$1,600.00
Tap Fee, Commercial (Over 1" Meter)	\$1,900.00
Late Charge ¹	10% per month
Disconnect Charge	\$25.00
Reconnect Charge ²	\$50.00
Pull Meter Charge	\$50.00
Replace Meter Charge ²	\$100.00
Return Check Charge	\$25.00

 $^{^1}$ Monthly invoices are sent out on or before the 5^{th} day of the month. Payment is due by the 20^{th} of each month. A late fee is applied to a delinquent account balance on the 21^{st} day of the month.

I HESE CHAIGES MUST be paid before service can be restored plus the amount of any delinquent bill.