

SUBDIVISION RESTRICTIONS
OF
MEDINA RIVER WEST SUBDIVISION

3649

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MEDINA §

That MEDINA RIVER WEST, a joint venture composed of MORRIS K. GULLY, JR., E.D. BOHLS and J.H. McCULLICK, being all of the owners of the following described property in Medina County, Texas:

- Lots 22 through 53, Block A;
- Lots 21 and 22, Block B;
- Lots 15 through 80, Block C;
- Lots 1 through 32, Block D;
- Lots 11 through 25, Block E;
- Lots 1 through 7, Block F;
- Lots 1 through 16, Block G;
- Lots 1 through 16, Block H;
- Lots 1 through 23, Block I;

Medina River West, a subdivision (the "Subdivision") in Medina County, Texas, according to the map or plat thereof of record in Plat Book 5, Page 42-51, 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 administration, to-wit:

1. There is hereby established the Medina River West 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 amend them 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 Morris K. Gully, Jr., E.D. Bohls and Charles Brice. 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 vested 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

SCANNED

(i) have the tongue and wheels removed upon placement on the lot, (ii) must be skirted within 30 days after placement on the lot, and (iii) must be anchored to the lot in the manner prescribed by applicable law.

3. Residences built or placed on any lot (except for Lots 15 through 45, Block C; Lots 1 through 14 and Lots 18 through 32, Block D; and Lots 13 through 25, Block E) shall be not less than twenty-four feet in width.

4. Any residence built or placed on any lot, (except for Lots 15 through 45, Block C; Lots 1 through 14 and Lots 18 through 32, Block D; and Lots 13 through 25, Block E) shall contain at least eight hundred (800) square feet of living area, excluding patios, porches, garages, and carports. Any residence built or placed on Lots 15 through 45, Block C; Lots 1 through 14 and Lots 18 through 32, Block D; and Lots 13 through 25, Block E, shall contain at least seven hundred (700) square feet of living area, excluding patios, porches, garages, and carports.

5. 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.

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

7. No residence or other structure 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.

8. Except for the lots specifically listed in Paragraph 3 above, the exterior siding of any residence or other structure built or placed on any lot shall be either masonry, wood, plaster, or any material that has the appearance of masonry, wood, or plaster.

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

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

11. Except for the lots specifically listed in Paragraph 3 above, composition asphalt roofing, flat sheet metal, and corrugated metal roofing shall not be used on any residence or other structure if visible from any street.

12. 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 workmanshiplike 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.

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

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

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

16. 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 setback 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 building set back line as described in Paragraph 7.

~~17. 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.~~

18. No residence shall be occupied without first constructing a Medina County approved home 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.

19. 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.

20. 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.

21. 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.

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

23. Firearms shall not be discharged upon or within any tract.

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

25. Streets shall not be used for other than occasional or emergency parking of vehicles.

26. The storage of junked, abandoned, or wrecked items such as motor vehicles, boats, and other equipment or materials shall not be allowed on any 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. All incinerators or other 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 mow 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 shall not be allowed.

31. No cumulative total of sheep, goats, 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.

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

32. The developer or its agents shall have the right to use any unsold lot for a temporary sales office location.

33. 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.

34. A Property Owner's Association may be formed by Medina 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.

35. 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.

36. 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. After the formation of the Association, the Association shall have the duty and obligation to establish, collect and administer such assessments.

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37. 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, and any other property dedicated to the Public within the Subdivision, which is not being maintained by a public entity.

38. 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 such 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 or 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.

39. 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 a 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.

40. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 38 and 39 above shall be sent to all members not less than 15 days nor more than 50 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.

41. 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 mowing and cleaning such owner's lot as provided in Paragraph 28 above.

42. 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.

43. 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 therefor.

44. 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.

45. 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.

46. The Committee, or the Association, when formed, shall improve, 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.

47. 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.

48. The Declarant is the owner of Lots 1 through 21, Block A, and Lots 1 through 20 and Lots 23 through 40, Block B, Lots 1 through 14, Block C, Lots 1 through 10, Block E, of Medina River West, according to the plat of record in Plat Book 5, Page 45-50, Plat Records of Medina County, Texas. These lots are not covered by these Restrictions at this time. The Declarant reserves the right and shall be allowed to add the lots described in this Paragraph 48 to these Restrictions by filing an amendment to these Restrictions in the Deed Records of Medina County, Texas, on or before December 31, 1995. Upon filing of said amendment, the aforementioned lots shall be fully covered by these Restrictions, except that Declarant shall have the right to designate the minimum width and square footage of residences built or placed on these lots.

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, 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, 2003, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of lot owners in Medina River West Subdivision has been recorded, agreeing to change them in whole or in part, which 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 Committee or the Association (when formed) in its discretion may exercise the limited right to approve minor deviations in these Restrictions without actual amendment where, in its opinion, such deviation will be beneficial to the common good.

EXECUTED this 21st day of October, 1983.

MEDINA RIVER WEST,
joint venture

By: E. D. Bohls
E.D. BOHLS

By: Morris K. Gully, Jr.
MORRIS K. GULLY, JR.

By: J.H. McCullick
J.H. McCULLICK

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared E.D. BOHLS, MORRIS K. GULLY, JR. and J.H. McCULLICK, 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 21st day of October, 1983.



Charles M. Floyd
Notary Public in and for the
State of Texas BEXAR County

Charles M. Floyd
Typed or Printed Name of Notary
My Commission Expires: 6/3/87

Bohls-Medina Restrictions

Paragraph 7 - Building Setbacks:

<u>Block</u>	<u>Lot(s)</u>	<u>Setback from Road</u>
A	22&23	100' (except south side of Lot 1 which shall be 50')
A	24-28 49-53	50' (except south side of Lot 53 which shall be 25')
A	29-48	25' (except north side of Lot 48 which shall be 50')
B	21&22	50' (along east side thereof)
C	15-46	100'
C	47-49 68-77	50' (except north side of Lot 68 which shall be 25')
C	50-67 78-80	25'
D	1-32	100' (except west side of Lots 1&32; east side of Lot 15; and all of Lots 16&17 which shall be 50')
E	1-25	100' (except west side of Lot 25 & east side of Lots 11&12 which shall be 50')
F	1-7	50'
G	1-16	50'
H	1-16	50'
I	1-23	25'

FILED FOR RECORD THE 2nd DAY OF NOVEMBER, A.D. 1983 AT 11:00 O'CLOCK
 RECORDED THIS THE 8th DAY OF NOVEMBER, A.D. 1983 AT 2:00 O'CLOCK P.M.
 ANNA VAN DE WALLE
 CLERK COUNTY COURT, MEDINA COUNTY, TEXAS
 BY: Mania Elaz DEPUTY

CERTIFICATE

THE STATE OF TEXAS)

COUNTY OF MEDINA)

I ANNA VAN DE WALLE, Clerk of the County Court of

Medina County, Texas, do hereby certify that the above and foregoing

is a true and correct copy of the Subdivision Restrictions

~~FROM~~ Re: Medina River West to The Public

as the same appears of record in Volume _____ Page _____ of the

Deed Records of Medina County, Texas.

In Testimony whereof witness my hand and seal of office this

23rd day of December A.D. 1983.

Anna Van De Walle
Clerk County Court, Medina County, Texas

By: Margaret J. Heidgen Deputy

FIRST AMENDMENT TO SUBDIVISION RESTRICTIONS

OF

6498

MEDINA RIVER WEST SUBDIVISION
(RELATING TO SPECIFIC LOTS)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MEDINA §

That MEDINA RIVER WEST, a joint venture, composed of M. KEM GULLY, JR., E. D. BOHLS, J. H. McCULLICK, REX D. BOHLS and CHARLES BRICE, SR., heretofore filed certain restrictions relating to specific Lots located in the Medina River West Subdivision and more fully described in the Subdivision Restrictions filed of record in Volume 330, Page 162 of the Real Property Records of Medina County, Texas, and a plat of said subdivision is recorded in Plat Book 5, Page 45 of the Plat Records of Medina County, Texas; and

That in said Subdivision Restrictions referred to above, certain Lots were specifically excluded, to-wit:

Lots 1 through 21, Block A;

Lots 1 through 20 and Lots 23 through 40, Block B;

Lots 1 through 14, Block C;

Lots 1 through 10, Block E;

according to the Map or Plat thereof of record Plat Book 5, Page 45 of the Plat Records of Medina County, Texas (hereinafter referred to collectively as the "Lots"); and

That the MEDINA RIVER WEST joint venture reserved the exclusive right to add the above described Lots to the Restrictions by filing an Amendment to the Restrictions in the Deed Records of Medina County, Texas, on or before December 31, 1985; and

That the MEDINA RIVER WEST ARCHITECTURAL CONTROL & CIVIC COMMITTEE was given the right in said subdivision restrictions to approve any amendments to the restrictions

that they deem appropriate and to the best interest of the subdivision:

NOW, THEREFORE, in consideration of the premises, MEDINA RIVER WEST, a joint venture, composed of M. KEN GULLY, JR., E. D. BOHLS, J. H. McCULLICK, REX D. BOHLS and CHARLES BRICE, SR., being all of the owners of the above described Lots in Medina County, Texas, does hereby adopt and impose all of the covenants, conditions and restrictions upon the above described property, which covenants, conditions and restrictions appear of record in Volume 330, Page 162 of the Real Property Records of Medina County, Texas, and 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, except however, said Restrictions shall be amended as follows, to-wit:

- (1) Paragraph 4 of said Subdivision Restrictions appearing of record in Volume 330, Page 162 of the Real Property Records of Medina County, Texas, shall be amended to read as follows:

Any residence built or placed on any of the above described Lots shall contain at least 700 square feet of living area, excluding patios, porches, garages and carports.

- (2) Paragraph 8 of said Subdivision Restrictions appearing of record in Volume 330, Page 162 of the Real Property Records of Medina County, Texas, shall be amended to read as follows:

Except for the Lots specifically listed in Paragraph 3 of the original Restrictions appearing of record in Volume 330, Page 163, and the Lots specifically described above the exterior siding of any residence or other structure built or placed on any lot shall be either masonry, wood, plaster, or any material that has the appearance of masonry, wood, or plaster.

- (3) Paragraph 11 of said Subdivision Restrictions appearing of record in Volume 330, Page 162 of the Real Property

Records of Medina County, Texas, shall be amended to read as follows:

Except for the Lots specifically listed in Paragraph 3 of the original Restrictions appearing of record in Volume 330, Page 163, and the Lots specifically described above, composition asphalt roofing, flat sheet metal, and corrugated metal roofing shall not be used on any residence or other structure if visible from any street.

- (4) All other covenants, conditions and restrictions upon the property described in the Restrictions appearing of record in Volume 330, Page 162, shall continue in full force and effect to the extent that they do not conflict with the restrictions contained herein.

EXECUTED this 23rd day of April, 1984.

MEDINA RIVER WEST,
A Joint Venture

By Rex Bohls

APPROVED:

MEDINA RIVER WEST ARCHITECTURAL
CONTROL & CIVIC COMMITTEE

By Morris K. Gully, Jr.
Morris K. Gully, Jr.

Rex Bohls
R. B. Bohls

Charles Brice
Charles Brice

NOTARY PUBLIC
STATE OF TEXAS
COUNTY OF Medina

This instrument was acknowledged before me on the 23rd day of April, 1984, by REX BOHLS, a member of MEDINA RIVER WEST, a joint venture, on behalf of said joint venture.

My commission expires: 3-28-88

Jo Ann Brice
Notary Public, State of Texas
Notary's printed name:
 JO ANN BRICE

STATE OF TEXAS §
COUNTY OF MEDINA §



This instrument was acknowledged before me on the 24th day of April, 1984, by M. KEN GULLY, JR., E. BOHLS and CHARLES BRICE, Committee Members of the MEDINA RIVER WEST ARCHITECTURAL CONTROL & CIVIC COMMITTEE, on behalf of said committee.

My commission expires: 3-28-89

Jo Ann Brice
Notary Public, State of Texas
Notary's printed name:
JO ANN BRICE

FILED FOR RECORD THE 24th DAY OF APRIL, A.D. 1984 AT 8:30 O'CLOCK AM.
RECORDED THIS THE 24th DAY OF APRIL, A.D. 1984 AT 2:00 O'CLOCK P.M.
ANNA VAN DE MALLE
CLERK COUNTY COURT, MEDINA COUNTY, TEXAS
BY: Maria Elena Trevino DEPUTY

AMENDMENT TO SUBDIVISION RESTRICTIONS

OF

MEDINA RIVER WEST SUBDIVISION
(RELATING TO SPECIFIC LOTS)

20552

STATE OF TEXAS

COUNTY OF MEDINA

KNOW ALL MEN BY THESE PRESENTS:

That MEDINA RIVER WEST, a joint venture composed of M. KEN GULLY, JR., E. D. BOHLS, J. H. McCULLICK, REX D. BOHLS AND C. BRYAN STUCKEY, JR., being all of the owners of the following described property in Medina County, Texas:

Lots 36,40,44 and 46, Block A, MEDINA RIVER WEST, a subdivision (the "Subdivision") in Medina County, Texas, according to the map or plat thereof of record in Plat Book 5, Pages 45-50 and Book 6, pages 7-12 and 40, of the Plat Records of Medina County, Texas.

That the above owners of the above described lot(s) desire to impose additional restrictions upon the above described lot(s):

Now, therefore, in consideration of the premises, the undersigned, being all of the owners of the above described lots in the MEDINA RIVER WEST SUBDIVISION located in Medina County, Texas, do hereby adopt and impose the following restrictions upon the above described lots, which 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 lots or any portion thereof and their heirs, assigns, successors, devisees and administrators, to-wit:

1. Any residence built or placed on any of the above described lots shall contain at least 1,000 square feet of living area, excluding patios, porches, garages and car ports.
2. No mobile homes, modular homes or HUD-Code manufactured homes shall be allowed on any of the lots described above.
 - A. "Mobile home" means a structure that was constructed before June 15, 1976, transportable in one or more sections, which, in the traveling mode, is 8 body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.

B. "Modular home" means a dwelling that is constructed in one or more modules at a location other than the homesite, or is constructed utilizing one or more modular components, and which is designed to be used as a permanent residence when the modular components or modules are transported to the homesite and are joined together, or are erected, and installed on a permanent foundation system. The term includes the plumbing, heating, air-conditioning and electrical systems. It is expressly provided, however, that the term modular home shall not mean nor apply to: (i) housing constructed of sectional or panelized systems not utilizing modular components; (ii) any ready-built home which is constructed so that the entire living area is contained in a single unit or section at a temporary location for the purpose of selling it and moving it to another location; and (iii) any dwelling constructed in modules incorporating concrete as the basic and predominant structural component. "Modular component" means a structural portion of a residential dwelling that is constructed at a location other than the homesite in such a manner that its construction cannot be adequately inspected for code compliance at the homesite without damage or without removal of a part thereof and reconstruction.

C. "HUD-code manufactured home" means a structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is 8 body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.

3. To the extent that any of the above restrictions conflict with the original subdivision restrictions appearing of record in Volume 330, Page 162 as amended by document of record in Volume 334, Page 842 and Volume 340, Page 710, of the Real Property Records of Medina County, Texas, the provisions in this Amendment shall prevail.

REX D. BOHLS

REX D. BOHLS, JOINT VENTURER
MEDINA RIVER WEST JOINT VENTURE
ANNAN VAN DE WALLE

'86 JUL 18 PM-2 45

COUNTY CLERK, MEDINA CO.

STATE OF TEXAS §
COUNTY OF TRAVIS §

STATE OF TEXAS
COUNTY OF MEDINA
I hereby certify that this instrument was FILED in FILE Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the OFFICIAL PUBLIC Records of Medina County, Texas on

JUL 22 1986

Anna Van De Walle

COUNTY CLERK, MEDINA COUNTY, TEXAS



This instrument was acknowledged before me on the 14 day of July, 1986, by REX D. BOHLS of MEDINA RIVER WEST, a joint venture, on behalf of said joint venture.

Dawn M Shirley
Notary Public, State of Texas
Notary's printed name:

My commission expires:
DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989

DAWN M. SHIRLEY
Notary Public in and for The State of Texas
My Commission Expires April 12, 1989

Customer Copy

THE STATE OF TEXAS

20124

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MEDINA

That MEDINA RIVER WEST, a joint venture composed of MORRIS K. GULLY, JR., E.D. BOHLS, J. H. McCULLICK, REX D. BOHLS 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, Pages 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 administration, 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 amend them 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 Morris K. Gully, Jr., Rex D. Bohls 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 skirted 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 residence built or placed on any lot shall contain at least seven hundred (700) square feet of living area, excluding patios, porches and carports.

SCANNED

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 structure 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, awning 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 workmanshiplike 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 home 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 Medina River West Water Supply Company lines by any means (including but not limited to the hooking 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. Firearms, fireworks or firecrackers 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). Work 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 mow 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, sheeps 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 unsold 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 Medina 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 such 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 50 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 mowing and cleaning such owner's lot as provided in Paragraph 28 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 improve, 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.

40. 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, Dexar-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 where, 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 Sanitary Control Easement (as shown on the plat) until such restrictions are recorded at a later date. Septic tanks, drain fields, drilling, or any other activity that could create an insanitary condition within, upon or across the easement are prohibited.

EXECUTED this 16 day of JUNE, 1986.

MEDINA RIVER WEST,
joint venture

By: E. D. Bohls
E. D. BOHLS

By: Morris K. Gully, Jr.
MORRIS K. GULLY, JR.

By: J. H. McCullick
J. H. McCULLICK

By: Rex D. Bohls
REX D. BOHLS

By: 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. BOHLS, MORRIS K. GULLY, JR., J. H. McCULLICK, REX D. BOHLS, 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, 1986.

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: 10-9-89



Paragraph - Building Setbacks

<u>Block</u>	<u>Lot(s)</u>	<u>Setback from Road</u>
J	1-23, 26-29	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, 16-20, 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, 18-22, 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 11-28 29-31	100' 75' 50'

FILED IN MY OFFICE
ANNA VAN DE WALLE
'86 JUN 25 PM-4 15
COUNTY CLERK, MEDINA CO.

STATE OF TEXAS
COUNTY OF MEDINA
I hereby certify that this instrument was FILED IN FILE
Number 32318 on the date and at the time stamped
hereon by me; and this July RECORDED in the OFFICIAL
PUBLIC Records of Medina County, Texas on

JUL 1 1986
Anna Van De Walle



County Clerk, Medina County, Texas

We have read, approved and agree to abide by these restrictions

Customer Copy

THE STATE OF TEXAS

20124

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MEDINA

That MEDINA RIVER WEST, a joint venture composed of MORRIS K. GULLY, JR., E.D. BOHLS, J. H. McCULLICK, REX D. BOHLS 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, Pages 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 administration, 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 amend them 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 Morris K. Gully, Jr., Rex D. Bohls 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.

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3. Any residence built or placed on any lot shall contain at least seven hundred (700) square feet of living area, excluding patios, porches, garages and carports.

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 structure 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, awning 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 workmanshiplike 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 home 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 Medina River West Water Supply Company lines by any means (including but not limited to the hooking 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. Firearms, fireworks or firecrackers 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). Work 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 mow 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, sheeps 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 that 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 unsold lot for a sales office location, future road right-of-way, or any other purpose eveloper 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 Medina 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 such 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 50 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 mowing and cleaning such owner's lot as provided in Paragraph 28 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 improve, 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, Bexar-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 where, 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 Sanitary Control Easement (as shown on the plat) until such restrictions are recorded at a later date. Septic tanks, drain fields, drilling, or any other activity that could create an insanitary condition within, upon or across the easement are prohibited.

EXECUTED this 16 day of JUNE, 1986.

MEDINA RIVER WEST,
joint venture

By: E. D. Bohls
E. D. BOHLS

By: Morris K. Gully Jr
MORRIS K. GULLY, JR.

By: J. H. McCullick
J. H. McCULLICK

By: Rex D. Bohls
REX D. BOHLS

By: 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. BOHLS, MORRIS K. GULLY, JR., J. H. McCULLICK, REX D. BOHLS, 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, 1986.

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: 10-9-89



Paragraph - Building Setbacks

<u>Block</u>	<u>Lot(s)</u>	<u>Setback from Road</u>
J	1-23, 26-29	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, 16-20, 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	50'
	2-9	100'
	10, 18-29	75' (except west side of lot 29 which shall be 50')
O	1-3, 7, 16, 18-22, 25-27	75' (except west side of lot 1, and south side of lot 26 which shall be 50')
	8-14, 28-29	100'
	4, 6, 15, 17, 23, 30-31	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	100'
	11-28	75'
	29-31	50'

FILED IN MY OFFICE
ANNA VAN DE WALLE

'86 JUN 25 PM-4 15
COUNTY CLERK, MEDINA CO.

STATE OF TEXAS
COUNTY OF MEDINA
I hereby certify that this instrument was FILED in Public
Records on the date and at the time stamped
hereon by me; and was duly RECORDED in the OFFICIAL
PUBLIC Records of Medina County, Texas on

JUL 1 1986
Anna Van De Walle



County Clerk, Medina County, Texas

We have read, approved and agree to abide by these restrictions

Vol. 330 Pg. 162
SUBDIVISION RESTRICTIONS
OF
MEDINA RIVER WEST SUBDIVISION

3649

THE STATE OF TEXAS §
COUNTY OF MEDINA § KNOW ALL MEN BY THESE PRESENTS:

That MEDINA RIVER WEST, a joint venture composed of MORRIS K. GULLY, JR., E.D. BOHLS and J.H. McCULLICK, being all of the owners of the following described property in Medina County, Texas:

Medina River West, a subdivision (the "Subdivision") in Medina County, Texas, according to the map or plat thereof of record in Plat Book 5, Page 45-51 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 administration, to-wit:

1. There is hereby established the Medina River West 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 amend them 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 Morris K. Gully, Jr., E.D. Bohls and Charles Brice. 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 vested 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 skirted within 30 days after placement on the lot, and (iii) must be anchored to the lot in the manner prescribed by applicable law.

3. Residences built or placed on any lot (except for Lots 15 through 45, Block C; Lots 1 through 14 and Lots 18 through 32, Block D; and Lots 13 through 25, Block E) shall be not less than twenty-four feet in width.

4. Any residence built or placed on any lot, (except for Lots 15 through 45, Block C; Lots 1 through 14 and Lots 18 through 32, Block D; and Lots 13 through 25, Block E) shall contain at least eight hundred (800) square feet of living area, excluding patios, porches, garages, and carports. Any residence built or placed on Lots 15 through 45, Block C; Lots 1 through 14 and Lots 18 through 32, Block D; and Lots 13 through 25, Block E, shall contain at least seven hundred (700) square feet of living area, excluding patios, porches, garages and carports.

5. 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.

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

7. No residence or other structure 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.

8. Except for the lots specifically listed in Paragraph 3 above, the exterior siding of any residence or other structure built or placed on any lot shall be either masonry, wood, plaster, or any material that has the appearance of masonry, wood, or plaster.

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

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

11. Except for the lots specifically listed in Paragraph 3 above, composition asphalt roofing, flat sheet metal, and corrugated metal roofing shall not be used on any residence or other structure if visible from any street.

12. 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 workmanshiplike 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.

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

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

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

16. 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 setback 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 building set back line as described in Paragraph 7.

17. 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.

18. No residence shall be occupied without first constructing a Medina County approved home 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.

19. 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.

20. 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.

21. 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.

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

23. Firearms shall not be discharged upon or within any tract.

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

25. Streets shall not be used for other than occasional or emergency parking of vehicles.

26. The storage of junked, abandoned, or wrecked items such as motor vehicles, boats, and other equipment or materials shall not be allowed on any 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. All incinerators or other 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 mow 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 shall not be allowed.

31. No cumulative total of sheep, goats, 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.

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

32. The developer or its agents shall have the right to use any unsold lot for a temporary sales office location.

33. 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.

34. A Property Owner's Association may be formed by Medina 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.

35. 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.

36. 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 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. After the formation of the Association, the Association shall have the duty and obligation to establish, collect and administer such assessments.

37. 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, and any other property dedicated to the Public within the Subdivision, which is not being maintained by a public entity.

38. 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 such 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 or 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.

39. 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 a 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. Vol. 330 Pg. 167

40. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 38 and 39 above shall be sent to all members not less than 15 days nor more than 50 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.

41. 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 mowing and cleaning such owner's lot as provided in Paragraph 20 above.

42. 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 becomes 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.

43. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale of 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 therefor.

44. 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.

45. 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.

46. The Committee, or the Association, when formed, shall improve, 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.

47. 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.

48. The Declarant is the owner of Lots 1 through 21, Block A, and Lots 1 through 20 and Lots 23 through 40; Block B, Lots 1 through 14, Block C, Lots 1 through 10, Block E, of Medina River West, according to the plat of record in Plat Book 45-5B, Page 45-5B Plat Records of Medina County, Texas. These lots are not covered by these Restrictions at this time. The Declarant reserves the right and shall be allowed to add the lots described in this Paragraph 48 to these Restrictions by filing an amendment to these Restrictions in the Deed Records of Medina County, Texas, on or before December 31, 1985. Upon filing of said amendment, the aforementioned lots shall be fully covered by these Restrictions, except that Declarant shall have the right to designate the minimum width and square footage of residences built or placed on these lots.

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, 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, 2003, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of lot owners in Medina River West Subdivision has been recorded, agreeing to change them in whole or in part, which 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 mortgagor 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 Committee or the Association (when formed) in its discretion may exercise the limited right to approve minor deviations in these Restrictions without actual amendment where, in its opinion, such deviation will be beneficial to the common good.

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EXECUTED this 21st day of October, 1983.

MEDINA RIVER WEST,
joint venture

By: E. D. Bohls
E. D. BOHLS

By: Morris K. Gully Jr.
MORRIS K. GULLY, JR.

By: J. H. McCullick
J. H. McCULLICK

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared E.D. BOHLS, MORRIS K. GULLY, JR. and J.H. McCULLICK, 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 21st day of October, 1983.



Charles M. Floyd
Notary Public in and for the
State of Texas Bexar County

Charles M. Floyd
Typed or Printed Name of Notary

My Commission Expires: 6/5/87

Bohls-Medina Restrictions