

*Filed in Uvalde County*

*Sept. 17, 1979 1:25 P.M.*

*Recorded 17 Sept. 1979 2:28 P.M.*

*Vol. 225 page 29 - 128*

MODIFIED DEED RESTRICTIONS

THE STATE OF TEXAS §  
COUNTIES OF REAL AND § KNOW ALL MEN BY THESE PRESENTS:  
UVALDE §

RECITALS

Delmar R. Hiller and W. W. Janecek, Individually and as Trustees (herein referred to as the "Developers"), as the owners of a parcel of land in Real and Uvalde Counties, Texas, have caused the same to be developed as a subdivision known as Frio Cielo Ranch Subdivision (herein referred to as the "Subdivision"), composed of three Units consisting of separately numbered or lettered tracts (herein referred to as "Tracts"), areas which have not yet been subdivided into numbered or lettered Tracts (herein referred to as the "Unsubdivided Areas"), and areas reserved for the common enjoyment of the owners of Tracts in the Subdivision (herein referred to as the "Reserved Areas"), which are shown by the maps or plats of each Unit recorded at the following indicated volume and page of the Map Records of the hereafter designated county:

| <u>Unit</u>              | <u>Map Records<br/>Volume/Page</u>                                   |
|--------------------------|--|
| Frio Cielo Ranch Unit #1 | Volume 1, Page 6 - Real County                                       |
| Frio Cielo Ranch         | Volume 1, Page 11 - Real County<br>Volume 3, Page 62 - Uvalde County |
|                          | Corrected by plat recorded at<br>Volume 3, Page 74 - Uvalde County   |
| East Forty Unit          | Volume 3, Page 106 - Uvalde County                                   |

The Developers have impressed certain restrictive covenants on the Frio Cielo Ranch Unit #1 and Frio Cielo Ranch portions of the Subdivision affecting the sale, use and improvement of the numbered and lettered Tracts of the Subdivision and the use, maintenance and improvement of the Reserved Areas by filing such restrictions at the following indicated volume and pages of the Deed Records of the hereafter designated county:

*East Forty Lots 25-81*

*Vol. 3, page 120 Uvalde County*

*Vol. 1, page 51 Real County*

*Filed 21 March  
1980 10:57 AM*

*Recorded 24 Mar  
1980 at 2:10 PM*

| <u>Unit</u>              | <u>Deed Records<br/>Volume/Page</u>        |
|--------------------------|--|
| Frio Cielo Ranch Unit #1 | Volume 32, Pages 356-360<br>Real County    |
| Frio Cielo Ranch         | Volume 35, Pages 397-403<br>Real County    |
|                          | Volume 191, Pages 247-251<br>Uvalde County |

The above-referred to restrictive covenants are herein called the "Recorded Restrictions."

The Developers have not previously imposed restrictive covenants on the East Forty Unit.

The Developers desire to amend the Recorded Restrictions so as to conform to certain requirements directed by the Department of Housing and Urban Development, Office of Interstate Land Sales Registration, in order to qualify sales of Tracts in the Subdivision by the Developers as exempt from registration and to make certain other changes thereto.

The Developers also wish to impose restrictive covenants on the presently numbered Tracts in the East Forty Unit. Additionally, the Developers desire to establish the owner's association contemplated by the Recorded Restrictions.

The following list sets forth the names of the present owners of the Tracts in the Subdivision and the names of purchasers from the Developers under Contracts for Deed. It also sets forth those Tracts that have not been conveyed by the Developer or on which there does not exist an outstanding Contract for Deed with the Developers.

| <u>Owner/Purchaser</u>                        | <u>Tract</u> | <u>Record<br/>Title</u> | <u>Contract<br/>For Deed</u> |
|---|--------------|-------------------------|------------------------------|
| <u>Frio Cielo Ranch Unit #1:</u>              |              |                         |                              |
| 1. William E. Rush and wife,<br>Florence Rush | 1            | X                       |                              |

|   |    |   |   |
|---|----|---|---|
| 2. Isaul L. Garcia and wife,<br>Juanita Garcia  | 2  | X |   |
| 3. Albert Kotzur and wife,<br>Beverly Kotzur  | 3  |   | X |
| 4. Albert Kotzur and wife,<br>Beverly Kotzur  | 4  |   | X |
| 5. Lois Ann Paddock and Marie<br>Annette Bailey   | 5  | X |   |
| 6. Wayne R. Norman and wife,<br>Dorothy C. Norman   | 6  | X |   |
| 7. Donald W. Koelle and wife,<br>Wanda Koelle, and Dale Koelle<br>and Robert G. Little and wife,<br>Jo Ann Little | 7  | X |   |
| 8. Leslie Carroll Kelly and wife,<br>Susan J. Kelly   | 8  |   | X |
| 9. Dan E. Kureska and wife,<br>Virginia M. Kareska,<br>Joe Allen Patterson and wife,<br>Elizabeth Ruth Patterson  | 9  | X |   |
| 10. Leonard Barganski   | 10 |   |   |
| 11. Raymond E. Huff and wife,<br>Clara B. Huff  | 11 |   | X |
| 12. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees                              | 12 |   |   |
| 13. Larry G. Carter and wife,<br>Mary R. Carter   | 13 |   | X |
| 14. Larry G. Carter and wife,<br>Mary R. Carter   | 14 |   | X |
| 15. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees                              | 15 |   |   |
| 16. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees                              | 16 |   |   |
| 17. W. F. Swan and wife,<br>Wanda Swan  | 17 |   | X |
| 18. Charles J. Cook and wife,<br>Susan N. Cook  | 18 |   | X |
| 19. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees                              | 19 |   |   |
| 20. Rebecca M. Yates  | 20 | X |   |

|  |    |   |   |
|--|----|---|---|
| 21. Antonio Y. Hernandez, Jr., and wife, Delia M. Hernandez                    | 21 |   | X |
| 22. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 22 |   |   |
| 23. Hugo Berlanga and wife, Laura G. Berlanga                                  | 23 |   | X |
| 24. Louis W. Lawrence and wife, Catherine Lawrence                             | 24 |   | X |
| 25. Roger A. Engel and wife, Joyce A. Engel                                    | 25 |   | X |
| 26. Bobbie V. Glasson and wife, Betty L. Glasson                               | 26 | X |   |
| 27. C. Macon Raine   | 27 | X |   |
| 28. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 28 |   |   |
| 29. William E. Whitworth and wife, Doris J. Whitworth                          | 29 | X |   |
| 30. Billy Tiller and wife, Lemmie L. Tiller                                    | 30 | X |   |
| 31. Beatrice Leona Morris  | 31 | X |   |
| 32. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 32 |   |   |
| 33. Glen H. Smith  | 33 |   | X |
| 34. Clyde Smith and Doris M. Smith   | 34 | X |   |
| 35. Charlie M. Smith and wife, Verna M. Smith                                  | 35 |   | X |
| 36. Leon H. Linbrugger and wife, Betty Linbrugger                              | 36 | X |   |
| 37. Robert M. Thompson and wife, Sarah E. Thompson                             | 37 |   | X |
| 38. W. B. Beachum and wife, Henrietta B. Beachum                               | 38 | X |   |
| 39. J. W. Young and wife, Eleanore Young                                       | 39 | X |   |
| 40. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 40 |   |   |
| 41. Donald W. McMullen and wife, Eugenia R. McMullen                           | 41 | X |   |
| 42. Kenneth W. Zajicek and Larry E. Zajicek                                    | 42 |   | X |

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|--|----|---|---|
| 43. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 43 |   |   |
| 44. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 44 |   |   |
| 45. W. B. Beachum and wife, Henrietta B. Beachum                               | 45 | X |   |
| 46. John R. Bird and wife, Yolanda Bird  | 46 | X |   |
| 47. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 47 |   |   |
| 48. Emelio Rinche  | 48 |   | X |
| 49. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 49 |   |   |
| 50. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 50 |   |   |
| 51. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 51 |   |   |
| <u>Frio Cielo Ranch:</u>   |    |   |   |
| 52. R. E. Jones and wife, Zeola Jones  | 54 |   | X |
| 53. Phillip Newman and wife, Gloria Newman                                     | 55 |   | X |
| 54. C. Macon Raine   | 56 |   | X |
| 55. William D. Stinson, Jr. and wife, Kitty Stinson                            | 57 | X |   |
| 56. Bill D. Kershner and wife, Margaret Kershner                               | 58 |   | X |
| 57. Jean D. Frost and wife, Anna W. Frost                                      | 59 | X |   |
| 58. Richard McMakin  | 60 |   | X |
| 59. Warren H. Boren and wife, Flora Boren                                      | 61 | X |   |
| 60. Paul B. Rice and wife, Lillian P. Rice                                     | 62 | X |   |
| 61. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 63 |   |   |

|  |     |   |   |
|--|-----|---|---|
| 62. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 64  |   |   |
| 63. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 65  |   |   |
| 64. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 66  |   |   |
| 65. Clark G. Davis and wife, Joan C. Davis                                     | 67  |   | X |
| 66. William G. Steiner and wife, Dorothy Lee Steiner                           | 68  | X |   |
| 67. Ray Wolf   | 69  |   | X |
| 68. C. G. Maffei and wife  | 70  |   | X |
| 69. Virginia Grice   | 71  |   | X |
| 70. Joseph G. Karb and wife, Kazuko Karb                                       | 72  | X |   |
| 71. Robert C. Powell and wife, Barbara E. Powell                               | 73  | X |   |
| 72. George I. Baker and wife, Janet E. Baker                                   | 74  | X |   |
| 73. Marshall Freeborn and wife, Mary Ann Freeborn                              | 75  |   | X |
| 74. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 76  |   |   |
| 75. Robert L. Byrne, Jr. and wife, Patricia L. Byrne                           | 77  |   | X |
| 76. F. Douglas Farrar and wife, Barbara Lee Farrar                             | 78  |   | X |
| 77. Walter E. Rodocker and wife, Jeannie L. Rodocker                           | 79  |   | X |
| 78. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | A   |   |   |
| 79. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | A-1 |   |   |
| 80. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | B   |   |   |
| 81. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | B-1 |   |   |

|  |     |   |   |
|--|-----|---|---|
| 82. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | C   |   |   |
| 83. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | C-1 |   |   |
| 84. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | D   |   |   |
| 85. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | D-1 |   |   |
| 86. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | E   |   |   |
| 87. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | E-1 |   |   |
| 88. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | F   |   |   |
| 89. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | F-1 |   |   |
| 90. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | G   |   |   |
| 91. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | G-1 |   |   |
| 92. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | H   |   |   |
| 93. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | H-1 |   |   |
| 94. Marion E. Rowe and wife, Zena Rowe   | J   |   | X |
| 95. R. J. Keepers  | K   | X |   |
| 96. Iris H. Pendley  | L   | X |   |
| 97. Iris H. Pendley  | M   |   | X |
| 98. W. Pat Baumgartner, Jr.  | N   |   | X |
| 99. C. W. Valentine  | O   |   | X |
| 100. Joe Diffie, Jr. and wife, Dorothy Lee Diffie                              | P   |   | X |

|   |    |   |   |
|---|----|---|---|
| 101. C. Neill Diffie  | Q  |   | X |
| 102. Joe B. Lopez and wife,<br>Anna L. Lopez  | R  | X |   |
| 103. Grover L. Thrailkill and wife,<br>Billie W. Thrailkill                           | S  |   | X |
| 104. Sanford James Corvey and<br>Barbara K. Barnes                                    | T  |   | X |
| 105. Kenneth Arthur   | U  |   |   |
| 106. Jeannie Wyatt  | V  | X |   |
| 107. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 1  |   |   |
| 108. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 2  |   |   |
| 109. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 3  |   |   |
| 110. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 4  |   |   |
| 111. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 5  |   |   |
| 112. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 6  |   |   |
| 113. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 7  |   |   |
| 114. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 8  |   |   |
| 115. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 9  |   |   |
| 116. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 10 |   |   |
| 117. Gary E. Scallorn and wife,<br>Carole A. Scallorn                                 | 11 |   |   |
| 118. Gary E. Scallorn and wife,<br>Carole A. Scallorn                                 | 12 |   |   |
| 119. Delmar R. Hiller and William W.<br>Janacek, both Individually and<br>as Trustees | 13 |   |   |

|   |    |   |
|---|----|---|
| 120. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 14 |   |
| 121. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 15 |   |
| 122. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 16 |   |
| 123. James R. Jay and wife, Sandra N. Jay                                       | 17 | X |
| 124. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 18 |   |
| 125. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 19 |   |
| 126. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 20 |   |
| 127. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 21 |   |
| 128. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 22 |   |
| 129. Delmar R. Hiller and William W. Janacek, both Individually and as Trustees | 23 |   |
| 130. Sanford James Corvey and Barbara K. Barnes                                 | 24 | X |

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the Developers and the above-listed owners and purchasers, amend and modify the above-referred to Recorded Restrictions to read and impress the Subdivision with restrictive covenants as follows:

1. Amendment of Restrictive Covenants and Restatement of the Same as Amended. The restrictive covenants governing the Subdivision, including all three Units thereof and all Tracts presently existing therein, are the following and any previously adopted or recorded restrictive covenants including the Recorded Restrictions are amended to read as the following.

To the extent that the following varies from the Recorded Restrictions, the Recorded Restrictions are superseded and the following shall govern and control.

For the purpose of creating and carrying out a uniform plan for the sale and improvement of property in the Subdivision, as a restricted subdivision, and to provide for the use, maintenance and improvement of the Reserved Areas in the Subdivision according to the plats of the Subdivision in a manner consistent with perpetuating the natural environment of such areas and preserving and propagating the wildlife thereon for the social and recreational benefit of the owners of property in the Subdivision, the following restrictions upon the use of the property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease heretofore or hereafter executed by Developers or any of the purchasers covering the numbered or lettered Tracts as shown on the plats of the Subdivision, and each and every part thereof, and the same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

The restrictions hereinafter set forth shall be and are hereby imposed upon each numbered or lettered Tract in the Subdivision, and upon the Reserved Area as shown on the plats of the Subdivision and as referred to herein, but not upon the Unsubdivided Areas, and the same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the Developers, their heirs, executors, administrators, successors and assigns, and all present and subsequent purchasers of tracts in the Subdivision, or any interest therein, their heirs, executors, administrators, successors and assigns, and each party, by virtue of accepting a contract, deed or lease covering any Tract in the Subdivision, shall be subject to and bound by the following restrictions, covenants and conditions as hereinafter set forth.

(1) In these restrictions, the following words shall have the following meanings:

(a) Developers - Delmar R. Hiller and W. W. Janecek, Individually and as Trustees, their heirs, successors and assigns.

(b) Association - Frio Cielo Ranch Association, a property owners association to be organized as a nonprofit corporation under the laws of this state, its successors and assigns.

(c) Tract - Each of the numbered or lettered Tracts according to the maps or plats of the Subdivision referred to in the first paragraph of this instrument.

(d) Reserved Area - All of the land area, including roadways, within the Subdivision so designated on the maps or plats of the Subdivision referred to in the first paragraph of this instrument.

(e) Owner - The person vested with the legal title to a Tract or the contract purchaser of a Tract. Each Owner is by virtue of ownership of a Tract in the Subdivision a Member of the Frio Cielo Ranch Association and membership in the Association is inseparably a part of and appurtenant to ownership of a Tract.

(f) Articles of Incorporation - The Articles of Incorporation of the Frio Cielo Ranch Association, attached hereto as Exhibit A, and as the same may be amended from time to time by proper action of its Members.

(g) Bylaws - The Bylaws of the Frio Cielo Ranch Association, attached hereto as Exhibit B, and as the same may be amended from time to time by proper action of its Members.

(h) Board of Directors - The Board of Directors of the Association. The initial Board of Directors is designated in the Articles of Incorporation attached hereto as Exhibit A. The members of the initial Board of Directors shall serve until the first annual meeting of the Members of the Association and their successors elected.

(2) None of the Tracts or improvements erected thereon, except as permitted by paragraph (17), below, shall be used for anything other than private residential purposes and shall not be used for any commercial purposes, except that private residences may be rented or leased to single families from time to time as the Owner may determine and professional services of a purely personal nature may be rendered which do not attribute to the property any appearance of a commercial use thereof.

(3) No tent, lean-to, shack or other temporary structure of any character shall be constructed or maintained on any of the Tracts. No building or structure shall be erected, constructed, maintained or permitted on any Tract other than a single-family residence and private garage, garden house, guest cottage, or other structures of permanent construction designed and constructed as appurtenant to the use and enjoyment of such primary residence building, except as permitted by paragraph (17), below, and provided specifically that no unpainted sheet iron, sheet aluminum or sheet fiberglass structures shall be placed on any of the Tracts; nor shall any structure, house trailer or building erected thereon or any part thereof be used as a dwelling pending the completion of the main dwelling house.

(4) No building or other structure, except a small building adequate enough to enclose a water pump and tanks, shall be erected or altered on any Tract nearer than fifteen feet (15') from any property line except in the case where a property line adjoins a Reserved Area in which case the building or structure may be within ten feet (10') from the property line. No construction may begin until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Board of Directors as herein provided. For the purpose of perpetuating the natural environment and propagating the wildlife, only certain areas around Owner's buildings may be fenced as may be desirable, but that no fence will be allowed until and unless approved as to the design, type and location by the Board of Directors. The building exterior of any approved structure must be completed within six (6) months of commencement of construction.

(5) Each Owner will submit proposed construction plans and specifications and a plot plan to the Board of Directors in connection with any improvements proposed on any Tract. The Board of Directors shall have the authority to determine if the same meet the requirements of these restrictions and to determine if the appearance of the structure or structures and the quality of workmanship and materials and external design are all in harmony with other structures in the immediate vicinity of the proposed structure and elsewhere in the Subdivision to which these restrictions apply and in harmony with such proposed scheme of plan of development as such Board of Directors shall establish.

It is recognized, that in view of the unusual nature of the Subdivision herein contemplated, it is particularly important that rules and regulations be revised from time to time in order to maintain and preserve the Subdivision in accordance with the best interests of the Owners of Tracts in the Subdivision. The Board of Directors is therefore authorized to make additional rules and regulations with respect to such Tracts, the activities being conducted thereon, the improvements to be constructed thereon, and the use thereof, not inconsistent with the provisions hereof, as it may deem appropriate, and the same shall be enforced in the same manner as provided herein.

The Board of Directors' approval or disapproval as required in these covenants shall be in writing. In the event the Board of Directors fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Construction plans and specifications and plot plans shall be considered to be properly submitted to the Board of Directors, if delivered in person or upon receipt by the Board of Directors by United States Mail, postage prepaid, addressed to the Board of Directors at the registered office of the Association. The residence or buildings, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated. Construction plans and specifications shall, as a minimum, include plans of all floors involved along with elevations of all sides of the proposed structure, along with notes and/or specifications that describe the materials to be used on the exteriors.

(6) No animals of any kind shall be kept at any time on any Tract which may by their presence be a nuisance to any other Owner, except as permitted by paragraph (17), below, nor shall any animal of any kind be permitted on any Reserved Area without the approval of the Board of Directors.

(7) No firearms, pellet guns or B.B. guns will be permitted to be discharged on any of the Tracts or on the Reserved Area, except in certain designated places and certain designated times as may be provided by the Board of

Directors. There will be certain species of game animals classified as protected by the Board of Directors and the hunting of the so classified game will be prohibited on both Owners' Tracts and Reserved Area.

(8) No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result, in the opinion of the Board of Directors, in raw or untreated sewage being carried into water bodies or the Reserved Area. The construction plans and specifications and location of septic systems must be approved by the Board of Directors prior to installation.

(9) No sign or any other advertising device may be displayed on any Tract except one sign of not more than five (5) square feet in size advertising the property for sale or rent.

(10) No building having any exterior frame construction of any kind shall be erected on any Tract unless same, at the time of construction, shall receive at least two coats of paint, except in case the approved plans and specifications thereof shall provide for natural cedar or redwood, or for staining or other means of coloring the same.

(11) No trash, garbage, used lumber or other material, unsightly items, or other refuse, may be thrown, dumped or otherwise disposed of on any Tract, vacant or otherwise. No noxious or undesirable thing or undesirable use of the Tract whatsoever shall be permitted or maintained upon said Tracts. If the Board of Directors determines that anything or any use of such property is undesirable or noxious, such determination shall be conclusive on all parties.

(12) All of the Tracts are sold or conveyed upon the understanding that each Owner is a Member of the Association. Each Owner is required hereby to abide by the Articles of Incorporation and the Bylaws of the Association and the rules and resolutions adopted by the Association. Each of the Tracts are sold or conveyed subject to the provisions of the Articles of Incorporation and the Bylaws of the Association and the rules and regulations promulgated from time to time by the Association including any obligation thereby imposed for the payment of any dues or assessments in connection with the maintenance or improvement of the Association

properties. Membership in the Association is inseparably appurtenant to each Tract and each Tract, and each portion thereof, shall be subject to the lien of the assessments of the Association, and each Owner is liable therefor. Such assessments shall be superior to any and all liens created or permitted by an Owner, his heirs, representatives or assigns (except bona fide purchase money or improvement mortgages executed and recorded). Each Owner by the acceptance of a deed to a Tract or contract of sale or purchase agreement, binds himself, his heirs, representatives and assigns to all of the provisions, restrictions, conditions and regulations now or hereafter imposed by the Bylaws and the resolutions and regulations of the Association, and its Board of Directors, and any amendments thereof, all of which shall constitute covenants running with the land. Even though the Developers may presently or may in the future be the Owner of more than forty-nine percent (49%) of the Tracts in the Subdivision, the votes attributable to the Developers, or any successor developer, are hereby limited to a maximum of forty-nine percent (49%) of the votes permitted to be cast on any matter voted upon by the Association or to be agreed upon by the Owner.

(13) Except as provided in Paragraph (17), no Tract in the Subdivision shall be further subdivided into smaller tracts or lots, except that part of a Tract may be purchased by an Owner of a Tract adjoining on either side of the Tract to be so sold.

(14) All of the restrictions and covenants herein set forth shall continue and be binding upon the Developers as Owners of Tracts in the Subdivision and any other Owner, their successors or assigns, and upon the purchasers of said Tracts for a period of twenty-five (25) years from the date this instrument is filed for record in the Office of the County Clerk of Real County and Uvalde County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the Owners of seventy-five percent (75%) of the Tracts may at any time release all of the Tracts hereby restricted from any one or more of said restrictions and covenants, and may release any Tract from any restriction or covenant after the end of the first twenty-five (25) year period. Such determination may be signified either by instrument or multiple counterparts bearing the signatures of at least seventy-five

percent (75%) of the Owners or by resolution adopted by the Association by at least seventy-five percent (75%) of the Members, and in either case the instrument or resolution shall be filed for record in the Deed Records of both Real County and Uvalde County, Texas.

(15) The terms and provisions hereof shall be binding upon Developers as Owner of Tracts in the Subdivision, any other Owners, their heirs, successors and assigns, and all persons claiming by, through or under any of them, and all subsequent purchasers or Owners of the property in the Subdivision, each of whom shall be obligated and bound to observe the same; provided, however, that no such person shall be liable except in respect to breaches committed during his or their ownership of said property.

(16) The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court orders or otherwise, shall in no wise constitute a waiver of or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

(17) Tracts 70, 71, 72, 73, 74 and 75 may be further subdivided into smaller Tracts, provided that each such resubdivided Tract shall contain an area of not less than one acre and each such Owner shall be a Member of the Association as hereinabove provided. Tract 76 may be further subdivided into smaller Tracts without a minimum size restriction. Tracts 71, 72, 73, 74 and 75 together with Tracts #A-1 thru #H-1 may be fenced on their boundaries provided the fence meets the other provisions herein and horses and cows may be kept on these Tracts provided they are kept for the Owner's use. Stables or barns may be constructed on these Tracts provided they meet the requirements hereinabove.

(18) If the parties hereto, or any of them, or their heirs, representatives, successors or assigns, shall violate or attempt to violate any of the provisions of these restrictions, it shall be lawful for any other person or persons owning any Tract situated in the Subdivision, or any interest therein, to prosecute any proceedings at law or in equity against the person or persons so violating or attempting to violate any of said mutual protective restrictions, and either to prevent him or them from so doing or to recover damages for such violation.

Violation of any restriction or breach of any covenant herein contained shall give the Board of Directors, or its agents, in addition to all other remedies, the right to enter upon the land, upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board of Directors, or its agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Forbearance by any person entitled to take advantage of any breach of said conditions or restrictions shall not constitute or be construed as a waiver of their rights by reason of such on any subsequent breach or default.

2. Articles of Incorporation and Bylaws of the Association. The initial form of the Articles of Incorporation and Bylaws of the Association attached hereto as Exhibit A and Exhibit B are adopted as the Articles of Incorporation and Bylaws of the Association. The Developers shall cause the Articles of Incorporation to be filed with the Secretary of State of Texas and cause the Association to be chartered as a Texas nonprofit corporation. After its incorporation the Association shall be governed by this instrument, the Articles of Incorporation and the Bylaws. The Articles of Incorporation and Bylaws may be amended as therein provided. Additionally, after the incorporation of the Association, the Developers will cause the Reserved Areas to be conveyed to the Association.

3. Unsubdivided Areas. There exists within the Subdivision Unsubdivided Areas as to which it is agreed that the foregoing restrictive covenants do not apply. Developers, as owner of the Unsubdivided Areas, is granted ingress and egress over and across the roads shown on the plats of the Subdivision and use of the Reserved Areas consistent with and subject to the use limitations that Owners must follow. It is contemplated that Developers may at some subsequent time subdivide such Unsubdivided Areas and impose restrictive covenants thereon that as Developers deem appropriate.

The Owners of such subsequently subdivided parcels, including Developers, shall be members of the Association and subject to the Articles of Incorporation and Bylaws thereof.

4. Multiple Counterparts. This instrument may be executed in multiple counterparts; it being provided that this instrument need not be set forth in its entirety in a counterpart but may be wholly incorporated therein by reference to this as the Modified Deed Restrictons as executed by the Developers on June 15, 1979. This instrument shall be effective and binding as to each party signing hereunder or on a counterpart, whether or not all owners or purchasers of Tracts in the Subdivision execute the same.

EXECUTED this 15th day of June, 1979.

DEVELOPERS:

  
\_\_\_\_\_  
DELMAR R. HILLER, Individually and  
as Trustee

  
\_\_\_\_\_  
W. W. JANACEK, Individually and as  
Trustee

THE STATE OF TEXAS           §  
                                  ARANSAS       §  
COUNTY OF NUECES           §

BEFORE ME, the undersigned authority, on this day personally appeared DELMAR R. HILLER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of June, 1979.

  
\_\_\_\_\_  
NOTARY PUBLIC, ARANSAS County, Texas

Loyce OGLE  
\_\_\_\_\_  
Typed or Printed Name

My Commission Expires:

1-31-81