

AMENDED AND RESTATED
RESTRICTIONS OF ROARING SPRINGS RANCH SUBDIVISION
(Originally recorded under File Number 18,503 of the official records of
Real County, Texas; Amendment approved as required by these Restrictions)

WHEREAS, pursuant to the dedicatory, governing and operational instruments of Roaring Springs Ranch Subdivision ("RSR"), the majority of Owners desire to amend and modify the original Restrictions Of Roaring Springs Ranch Subdivision ("Restrictions") and hereby file this Amendment of record in the official records of Real County, Texas; and

WHEREAS, these amended Restrictions will serve in the best interest of all owners; the owners of RSR, hereby impose, make and publish the following limitations and restrictions upon all property in RSR. There are two Lots (# 17 & 18), fronting State Highway 337 as shown on the plat of RSR that are exempt from these Restrictions.

DEFINITIONS:

1. "Assessment" means a regular assessment, special assessment, or other amount an Owner is required to pay ROARING SPRINGS RANCH PROPERTY OWNERS ASSOCIATION ("RSRPOA") under the Restrictions, Rules & Regulations, the Association Bylaws and any other dedicatory instrument of RSR or by law. A regular assessment means an assessment, a charge, a fee, or dues that each Owner is required to pay to RSRPOA on a regular basis and that is designated for use by RSRPOA for the benefit of RSR. A special assessment means an assessment, a charge, a fee, or dues, other than a regular assessment, that each Owner located is required to pay to the Association, according to procedures required by the Restrictions, Rules & Regulations, the Association Bylaws and any other dedicatory instrument of RSR, for:

A) defraying, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, unexpected repair, or replacement of a capital improvement in Common Areas, including the necessary fixtures and personal property related to the Common Areas;

B) maintenance and improvement of Common Areas; or

C) other purposes of RSRPOA as stated in its Articles of Incorporation or the dedicatory instrument for RSR;

D) includes the association described in paragraph 17 of the original Restrictions as Roaring Springs Park Association, which is one and the same as RSRPOA.

2. "Association" means the property Owners Association that:

A) is designated as the representative of the Owners of RSR;

B) has a membership consisting of the Owners in RSR;

C) manages or regulates RSRPOA for the benefit of the Owners; and

D) is the incorporated entity (Roaring Springs Ranch Property Owners Association) formed with the Texas Secretary of State under Charter Number 01346565 and the unincorporated association described in the original Restrictions.

3. "Common Area" means all land and facilities within RSR that is not privately owned as a subdivision Lot by an Owner within RSR, including but not limited to all roads, watercourses, lakes, ponds and public areas for the general use by RSR Owners. The Common Area includes the Park Area as described in the original Restrictions on Roaring Springs Ranch Subdivision.

4. "Restrictions" means Restrictions Of Roaring Springs Ranch Subdivision, recorded under File No. 18,503 of the official records of Real County, Texas as amended or supplemented from time to time. Restrictions includes each governing instrument covering the establishment, maintenance, and operation of RSRPOA and RSR. The term includes restrictions or similar instruments subjecting the Lots to restrictive covenants, bylaws, or similar instruments governing the administration of RSRPOA operation, to properly adopted rules and regulations, and to all lawful amendments to the covenants, bylaws, rules, or regulations.
5. "Lot" means any numbered lot located in Roaring Springs Ranch and shown on the plat recorded in Map Records of Real County, Texas including any improvements on the designated lot.
6. "Owner" means a person who holds record title to a Lot in RSR and includes the personal representative of a person who holds record title to a Lot in RSR.
7. Roaring Springs Ranch ("RSR") is a "Residential Subdivision" that:
 - A) limits the land subject to the dedicatory instruments, excluding streets, Common Areas, and public areas, to residential use for single-family homes only;
 - B) is a subdivision recorded in the official records of Real County, Texas; and
 - C) requires membership in a property Owners' Association that has authority to impose regular or special assessments on the Lots in the subdivision.
 - D) includes the association described in paragraph 17 of the original Restrictions as Roaring Springs Park Association, which is one and the same as RSRPOA.
8. "Rules & Regulations" means any rules or regulations promulgated by the Association for the governing and operation of RSR and the RSRPOA.
9. "Amendment" means the Restrictions and Declaration may be amended by an instrument a majority of the Owners recorded in the official records of Real County, Texas.

RESTRICTIONS:

1. Only a private dwelling house with the necessary outbuildings, such as: sidewalks, driveway, parking area, children's swing or fences, swimming pool, utility lines, septic system, water wells, garage, parking area or storage area for recreational vehicle and/or storage sheds, shall be erected, placed or permitted on the premises or any part thereof, and such dwelling house shall be used as a private residence only.
2. The ground floor area of any permitted residence, exclusive of one-story open porches and garages, shall be not less than 600 square feet. All mobile homes must be at least 12' x 40' and must be skirted, permanently tied down and have proper septic systems.
3. Each Owner shall provide for a sanitary sewerage disposal system complying with the requirements of and approved by the Public Health Department for the State of Texas and/or Real County. No outhouses or privies will be allowed. No septic tank or related drain field shall be built within 150 feet of the river or creek. No waste drainage of any kind into the river or creek bed will be allowed.
4. No car, bus, tent, garage, barn or other outbuilding located within RSR shall be used at any time as a permanent residence.

5. No manufacturing or commercial enterprises of any kind for profit or nonprofit will be allowed on or in connection with RSR. All properties shall be strictly used for residential purposes only. Properties may not be rented, and short-term rentals are strictly prohibited.

6. Perpetual easements are reserved along and within ten (10) feet of the rear line, front line and side lines of all Lots in this development for the installation and maintenance of underground cables, lines, poles, wires, down guys and fixtures for electric lines and-or telephone lines, gas lines, water lines and to trim any trees or brush, which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right to ingress to and egress from and across said premises to employees of utilities owning said lines. Said easements also extend along any Owner's side and rear property lines in case of fractions acreage Lots.

It is understood and agreed that it shall not be considered a violation of line provisions of this easement if wires or cables carried by such pole lines pass over some portions of said Lots not within the ten (10) foot wide strip as long as such lines do not prevent the construction of buildings on any Lots in this development.

7. There will be allowed no encroachment, including fences, sheds, porches, dwellings, etc. upon the easements reserved for roadways as shown by the plat, identifying this property, in the official records of Real County, Texas.

8. No Lots shall be used to store junk, junk vehicles or as an automobile wrecking yard. No vehicle without current registration or which is not in running condition shall be kept or left on any Lots.

9. Speed limit for all vehicles including ATVs is 15 mph. Drivers and passengers must follow all state laws. No vehicles of any kind are permitted in lake or streambeds.

10. All domestic or household animals must be kept on the premises and not allowed to roam outside of their Owner's property.

11. No hunting will be permitted in RSR. No firearms may be discharged in RSR.

12. Fishing is permitted in The Big Lake and downstream only. Fishing is permitted with hand operated fishing gear only. No fishing will be permitted with trotlines, throw-lines or nets. No motorized boats or watercraft, other than those powered by electric trolling motors are permitted.

13. Park area is for the enjoyment of all land Owners and their guests. Owners are responsible for their guest(s) and should make them aware of all rules and regulations. The Owner must be on premises if guests will be camping in the park area. Each Owner or guest is responsible for cleaning the area used, such as the park, camping area and restroom before departing.

14. The Owners may take water from the Common Area springs, creeks and lakes for residential purposes. All pipes crossing roadways must be underground. Pipes in Common Areas must be buried unless burial is prevented by slope of terrain or rock formations. All construction shall be at Owner's expense, and the party constructing such water lines must return property including easements to its former conditions after such construction.

15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. If a Lot becomes unsightly with debris or other offensive items, the Owner of property adjoining such tract or RSRPOA shall have the right to request the offending Owner to clean up the property and if the Owner fails to do so within forty-five (45) days from the date of such notification, the parties giving notice shall have the right to clean the premises and charge the Owner with the cost thereof.

17. Any property Owner or RSRPOA shall have the right to enforce the observance of these Restrictions. In the event a property Owner does not adhere to these Restrictions, any property Owner or RSRPOA may contact the proper local authorities to enforce the Restrictions. Any costs incurred in enforcing these Restrictions, shall be the responsibility of the Owner who violated the Restrictions and can be added to their annual assessment.

18. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions that shall remain in full force or effect.

19. It shall be lawful for the Owner(s) within RSR to institute and prosecute any proceedings at law or in equity, for damages, specific performance or for injunction, against the person or persons violating or threatening to violate these covenants.

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless amended and approved by a majority of the Owners has been recorded in the official records of Real County, Texas.

21. RSRPOA officers may submit an amendment of Restrictions to a vote of the property Owners of RSR. An amendment submitted to a vote binds all property Owners in RSR to which the amendment(s) applies, if a majority of all the property Owners vote in favor. RSRPOA shall mail or email to each property Owner a notice that includes:

- (1) the exact wording of the amendment(s) and
- (2) the date by which a property Owner's ballot must be received to be counted. A property Owner may cast one vote for each lot the person owns. If more than one person owns an interest in a Lot, the Owners may cast only one vote for that Lot. A person may not vote if the person has an interest in a Lot only by virtue of being a lienholder. The president of RSRPOA shall appoint an election committee and a committee chairperson to count the votes and determine the outcome. If the amendment(s) receive the number of votes required, the election committee chairperson shall certify the result to the president of RSRPOA. The president shall file in the official records of Real County, Texas, an instrument that indicates that the amendment(s) were adopted. If the amendment(s) are not adopted, RSRPOA may not submit the same amendment(s) to a vote on or before the first anniversary of the date the previous votes.

Date: _____

Roaring Springs Ranch Property Owners Association,
a Texas non-profit corporation

Henry Eliot Chenaus, President

STATE OF TEXAS §

COUNTY OF REAL §

This instrument was acknowledged before me on _____, 2017, by Henry Eliot Chenaus, President of Roaring Springs Ranch Property Owners Association, a Texas non-profit corporation.

Notary Public, State of Texas

My commission expires:
