RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS PERTAINING TO SADDLE MOUNTAIN LAKES ESTATES, A SUBDIVISION SITUATED IN REAL COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF REAL

KNOW ALL MEN BY THESE PRESENTS:

That I, JOE ALEXANDER, TRUSTEE, being the owner of the following described property situated In Real County, Texas, to-wit:

FIRST TRACT:

316.72 acre tract of land, situated in Survey No. 597, C.C.S.D. & R.G.N.G. Ry. Co., Original Grantee, and being a portion of R. L. Hubbard et ux 542.2 acres recorded in Vol. 16, Page 292, Real County Deed Records, and described by metes and bounds as follows:

Beginning at a corner fence post marking the S. E. corner of a 4 acre tract, that is situated in the upper S.W. corner of Survey No. 597, said beginning corner is N 83 E148.7 varas from said upper S.W. corner of Survey No. 597.

Thence N 83 E 732 varas with fence, thence S 81 46' E 766 varas to a corner fence post on the West line of Survey No. 1605 for the S.E. corner of this 316.72 acre tract.

Thence N 6 15' W with fence, passing a corner fence post for the N.W. corner of Survey No. 1605 at 1187.5 varas, and at 1266 varas a corner fence post for the N.E. corner of this 316.72 acre tract of land. Same being the S.E. corner of W. Cooper 108.3 acres, recorded in Vol. 16, Page 630, Real County Deed Records.

Thence with fence S. 83 W. 1628 varas to corner fence post for the N.W. corner of this tract, same being the S. W. corner of said 108.3 acres.

Thence with fence for the East line of Survey No. 602, and the West line of Survey No. 597 S 5 E 415.8 varas and S 7 40' E 497.2 varas to the N.W. corner of said 4 acre tract, and an upper S.W. corner of this 316.72 acres.

Thence N 83 E 148.7 varas to a corner post for the N.E. corner of said 4 acres.

Thence S 7 E 151.9 varas to the Place of Beginning.

SECOND TRACT:

18.98 acre tract of land, situated in Survey No. 61, L.I. & A.A. Original Grantee, described by metes and bounds as follows:

Beginning at a corner fence post for the N.W. corner of Survey No. 1605, the S.W. corner of said Survey No. 61, and the S.W. corner of this 18.98 acre tract of land.

Thence N 83 E 1365 varas with fence for the South line of Survey No. 61 to corner fence post, on the West line of a County Road, for the S.E. corner of this tract.

Thence N 7 W 78.5 varas with West line of said road a steel stake for the N.E. corner of this tract.

Thence S 83 W 1365 varas to a corner fence post on the East line of Survey No. 597 for the N.W. corner of this tract.

Thence S 7 E 78.5 to the Place of Beginning.

THIRD TRACT:

All that certain tract of land situated in Real County, Texas, containing 116 acres, being known as the Northwest part of Survey No. 1605, Brooks & Burleson, Original Grantee, Certificate No. 176, Abstract No. 81, and being particularly described by metes and bounds as follows:

Beginning at the N.W. corner of Survey No. 1605, Brooks and Burleson; Thence S. 7 E 1178 vrs. to stake in fence; Thence N 39 1/2 E 893 vrs. to S. W. corner of W. P. Jones Tract; Thence N 7 West 624 vrs. to N. line of Survey No. 1605, N.W. corner of Jones fence; Thence S 83 W 727 vrs. to Place of Beginning.

All of which land has been or will be subdivided into separate tracts and lots under the common name of SADDLE MOUNTAIN LAKE ESTATES, dba, RIO FRIO LAND COMPANY, according to subdivision plats recorded or to be recorded in Real County, Texas, to which reference is here made for all purposes; and desiring to create and carrly out a uniform plan for the improvement, development and sale of all of the lots in the saif SADDLE MOUNTAIN LAKE ESTATES, for the benefit of the present and future owners of the said tracts and the lots comprising same.

DO HEREBY ADOPT AND ESTABLISH the following reservations, restrictions, covenants and easements, and each contract or deed which may hereafter by executed with regard to any of the tracts and lots in said subdivision shall conclusively be held to have been executed, delivered and accepted, subject to the following reservations, restrictions, covenants and easements, regardless of whether or not said reservations, restrictions, covenants and easements are set out in full or by reference in such contract or deed.

I

The owner of each lot shall own fee simple title only to the land shown within the boundaries thereof on the plat or plats of said Subdivision.

II

All areas identified on the plats of said Subdivision as "park areas" and "park access roads" are designated for the enjoyment of all owners of lots out of said Subdivision tracts, and the use of said "park areas" and "park access roads" shall pass with each lot as appurtenant thereto, whether or not set out in subsequent conveyances of said lots, the seller or grantor of each lot parting with such right or easement and the purchaser or grantee thereof acquiring the same. All owners of lots in said Subdivision [illegible]

III

Property owners shall assume all risks in swimming in the Little Dry Frio River and also assume all risks in the use of the park acres and park access roads designated on the Subdivision plat or plats, and Joe Alexander Trustee, or his agents, successors and assigns shall never be held liable for any damages that might occur to any property or persons utilizing said park areas and park access roads or for damages that might be caused by floods, high water or storms.

IV

The following additional restrictions are hereby adopted for said Subdivision, to-wit:

a. Lots will be used exclusively for one-unit residences. Not more than one auxiliary dwelling (guest house or servant's quarters) may be erected on any tract.

b. No lots may be used for a public business of any nature.

c. Lots may not be subdivided by purchasers for a period of five (5) years from date of purchase.

d. Lots may not be used for the storage of trucks, trailers, used cars, construction equipment, etc.

e. 1. All main buildings (residences) must contain not less than 800 square feet of floor space, not including porches, patios or attached garages.

2. All structures must be finished to the outside within nine months after construction is commenced. All exposed wooden surfaces must be painted or stained.

3. No structure may be erected closer than 25 feet to the front property line, or closer than six feet to any other property line.

f. Mobile Homes, or Campers, may be parked on lots only while the main residence is under construction, except that owners may park campers or erect tents for periods of not more than four weeks for vacation use prior to construction of residences.

g. Mobile Homes may be placed on lots provided that (1) net floor space, excluding porches, patios or garages is more than 600 square feet; (2) not more than one Mobile Home is placed on any one lot; and, (3) such Mobile Home is placed as a permanent installation on foundation, or foundation blocks, and skirted so as to conceal all piping and other fixtures under such Mobile Home.

h. Each owner must provide a septic tank of approved design to take care of sewage from all buildings. Septic tank drainfields may not be laid closer than 15 feet to any property line.

i. Each owner must provide for disposal of trash and garbage either by incinerator or by hauling to city-county dump. Waste must not be allowed to accumulate on property.

j. An easement of five feet within each boundary line is hereby established to provide access to public or private utility company as may be necessary in the installation and mainteance of power, telephone, water and gas lines and services. Such easement may be fenced by owners, and treated as fully owned property except for the right of access granted above.

V

The covenants and restrictions herein contained are to run with the land and shall be binding on all owners of lots in said Subdivision, and all persons claiming under them, for a period of twelve (12) years from the date of this instrument, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of tracts of said Subdivision is filed for record in the office of the County Clerk of Real County, Texas, altering, rescinding, or modifying said covenants and restrictions in whole or in part.

VI

Plans and specifications for any residence, building and/or mobile home to be erected on any lot shall first be submitted to JOE ALEXANDER, TRUSTEE, or to a Committee of Architecture consisting of three (3) persons who may be appointed by him at any time, in order that such plans and specifications may be approved as consistent with good planning, high standards of architecture and construction as to enhance the aesthetic properties and structural soundness of the developed Subdivision. If written disapproval is not delivered to lot owners within fifteen (15) days from receipt of such plans and specifications, then the same will be considered automatically approved as originally submitted.

VII

The covenants, reservations, easements and restrictions set out herein are for the exclusive benefit of the owners of the lots designated in said Subdivision, their heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land and enforceable at law or in equity, by any one or more of said parties.

VIII

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no wise affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

IX

There shall be no overnight camping permitted or allowed on those tracts designated as "park areas" and "park access roads" on said Subdivision plat or plats. Whereas SELLER has installed a water system to supply water to many of the tracts of land in the subdivision, the PURCHASER agrees that he (she) will not drill a water well, and agrees to purchase water from the SELLER if the PURCHASER desires water. The PURCHASER agrees to pay a water connection fee of $ _____ and a reasonable monthly charge for water received. It will be the SELLER'S option to furnish or not to furnish water to PURCHASERS of those tracts that SELLER'S water system does not currently furnish water to. If SELLER exercises his option to not furnish water to PURCHASER, then PURCHASER is free to drill his own water well for his sole use, and agrees to refrain from selling water to other PURCHASERS without written consent of SELLER.

EXECUTED this 11 day of November, 1975.

Joe Alexander