

SUBDIVISION RESTRICTIONS

Section K,
Lake Medina Shores Subdivision

THE STATE OF TEXAS)
)
COUNTY OF BANDERA)

KNOW ALL MEN BY THESE PRESENTS:

That Medina Land Company, a Texas corporation, 6116 North Central Expressway, Suite 1300, Dallas, Texas 75206, the owner of the land hereinabove described, as shown by the plats thereof recorded in Volume 6, Pages 241 through 244, Plat Records, Bandera County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on the property covered hereby, subject to the provisions of numbered paragraph 16 hereinbelow, and these restrictions and covenants shall run with the land:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.
2. Subject to the provisions of numbered paragraphs 8 and 9 hereof, all lots hereunder are restricted to use for single family residential purposes only, and no building shall be erected or maintained thereon other than a private residence (minimum floor area of 750 square feet), a tool storage building (minimum floor area of 30 square feet and maximum floor area of 144 square feet), a private garage and a private boathouse for the sole use of the purchaser of such lot. There shall be permitted, on any lot hereunder, a private residential structure (minimum floor area of 100 square feet) if used in conjunction with either a mobile home, travel trailer or motor home. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. No lot hereunder may be used as a residence or for permanent dwelling use unless a residential structure complying with these restrictions has been placed or constructed on such lot and unless such structure has been connected to sewage disposal facilities complying with all provisions, rules, regulations and requirements of governmental bodies and agencies having jurisdiction.
3. Subject to the provisions of numbered paragraphs 8 and 9 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; (ii) all construction must be of new material, except

stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee, and (iii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural Control Committee on any structure, and (iv) the exterior of any building (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view except as approved by the Architectural Control Committee. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the undersigned or the Architectural Control Committee. Culverts for driveways on lots shall be a minimum of twenty feet (20') in length, a minimum of twelve inches (12") in diameter and shall be made of galvanized, corrugated steel with an eighteen (18) gauge minimum. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways.

4. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such Committee may reasonably request) have been submitted to and approved in writing by the Architectural Control Committee in all respects, including, but not limited to, harmony of external design with existing structures and location with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot except as approved by the Architectural Control Committee.

5. Subject to and without impairment of the easements reserved or granted in these restrictions and all rights or easements held by the undersigned or others, fences shall be permitted to extend to the boundary lines of all lots and/or tracts hereunder, except fences shall not be permitted along or within ten (10) feet of any lot or tract boundary line adjoining a road or street right-of-way; provided, that the undersigned may in its sole discretion grant a variance on a case-by-case basis.

6. No building, mobile home or structure other than a fence shall be located or permitted to remain on or over any of the utility easement areas reserved or granted in these restrictions. In addition, no building, mobile home or structure other than a fence shall be located or permitted to remain within twenty (20) feet of any lot or tract boundary line adjoining a road or street right-of-way.

7. No animals or birds, other than household pets, shall be kept on any lot. Dogs shall be permitted only if continuously contained by leash or within a fenced area. The discharge of firearms on the lots hereunder is prohibited.

8. Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently. Camping shall be permitted on all lots hereunder but shall be limited to the use of pickup campers, cabover campers, camping trailers, van conversions, fifth-wheel trailers, motor homes, mini-motor homes, travel trailers, tents and other camping shelter, which shall be of good appearance and in good repair and subject to the approval of the Architectural Control Committee. Tents and similar types of temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours. Pickup campers or cabover campers are prohibited on the lots hereunder unless affixed to the vehicle for which they are designed. Converted buses may not be placed and may not remain on any lot hereunder. Mobile homes may be placed and used on all lots hereunder only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee. The Architectural Control Committee requirements are: (a) that the mobile home be of late model; have a minimum floor area of 750 square feet; in good repair and of attractive design and appearance; underskirted with materials approved by the Architectural Control Committee; and securely anchored in accordance with the minimum requirements of the State of Texas; (b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by a commercial manufacturer; and (c) that such mobile home must be lawfully connected to sewage disposal facilities complying with all provisions, rules, regulations and requirements of all governmental bodies and agencies having jurisdiction prior to occupancy. Nothing in this paragraph prohibits the construction of a residence on lots referred to herein provided other paragraphs hereof are complied with. Not more than one residence or mobile home may be constructed and/or placed on any one lot.

9. Perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, over, under and across all land (i) along and within ten (10) feet of all boundary lines of all lots and/or tracts hereunder and (ii) in the streets, alleys, boulevards, lanes and roads of the subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner or purchaser of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies and their employees and agents shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including, but not limited to, the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, maintenance or operation of such utilities. The easement rights herein reserved include the privilege of anchoring any support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. All such easements are reserved for the use and benefit of all utility companies serving or to serve the property hereunder for the construction, operation and perpetual maintenance

of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, television cables, road drains and other public and quasi-public utilities.

The undersigned and/or its designees may, on any lot and/or lots then owned by it, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings and other recreational and/or community facilities, campsites, camping pads, and restrooms, sales offices, water plants and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 11 and 12 hereof shall not apply thereto.

10. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, in, nor under any lot hereunder except into waste disposal facilities complying with all provisions, rules, regulations and requirements of all governmental bodies and agencies having jurisdiction. Not more than one dwelling may be served by a single water connection.

11. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans or buses. Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

12. Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of (i) \$5.00 per month with respect to the total of lots, the owner of which owns one or two lots in Lake Medina Shores Subdivision, (ii) \$6.00 per month with respect to the total of lots, the owner of which owns three lots in Lake Medina Shores Subdivision, and (iii) \$8.00 per month with respect to the total of lots, the owner of which owns four or more lots in Lake Medina Shores Subdivision; the word "owner", as used in this sentence, shall include also a purchaser of a lot in Lake Medina Shores Subdivision. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. The assessments described herein and similar assessments against lots or tracts in other areas of Lake Medina Shores Subdivision may be used for the construction, reconstruction, improvement and permanent maintenance of roads and streets, swimming pools, parks, boat ramps, piers, playgrounds, cabanas, community building bond coverage related to any such improvements, facilities, guards or personnel, and for any and all other uses and purposes which the Board of Directors of Lake Medina Shores Owners Association may approve as being for the general benefit of, or useful to, owners and purchasers of lots in Lake Medina Shores Subdivision, including, without being limited to, the repayment of any ad-

vances which may be made by the undersigned to cover the cost and expense of any of such purposes and uses. The use and benefit of the above described improvements and facilities shall be restricted to owners and purchasers of lots in Lake Medina Shores Subdivision, their families and authorized guests, except that said presently existing two-acre park, boat ramp and fishing pier may also be used by certain land purchasers to whom Great Southern Realty Co. has granted or may grant the right of use. Neither Lake Medina Shores Owners Association nor the officers, directors nor employees of said Association shall have any obligation, responsibility nor liability for the failure or inability to assess or collect any of such assessments. "Lake Medina Shores Subdivision", as such term is used herein, shall include the property covered by these restrictions, all other property in Bandera County, Texas, which may have heretofore or may hereafter be subdivided and platted by either Medina Development Company or the undersigned as a portion of Lake Medina Shores Subdivision, and all property in Lakeshore Subdivision No. 1 (as shown by plat recorded in Volume 1, Page 48, Plat Records, Bandera County, Texas) which may have been owned, or may hereafter be owned, and sold by either Medina Development Company or the undersigned.

The assessment described herein shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to Lake Medina Shores Owners Association, the owner of said assessment funds, on January 1 of each year commencing in 1996, at which date in the year 1996 and in successive years said assessment lien shall conclusively be deemed to have attached. Such assessment shall be payable either in arrears or in advance, as determined from time to time by the Board of Directors of said Association, except that such assessment shall never be payable more than twelve (12) months in advance. In the event such assessment is made payable in advance and except as otherwise required by law, there shall be no refund of paid but unaccrued assessments on account of any cancellation or repossession of a purchase contract or any transfer of an owner's or purchaser's interest in a lot. If any such assessment is not paid in full by the thirtieth (30th) day following the due date thereof, the unpaid amount of such assessment shall bear interest from such thirtieth (30th) day at the rate of ten percent (10%) per annum until paid. The assessment lien described hereinabove shall secure payment of past-due unpaid assessments and any interest thereon plus any expenses incurred in attempting to collect same, including, without being limited to, reasonable attorneys' fees. Said assessment lien shall be junior and subordinate to any lien which may be placed on an lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed and/or any lien held by the undersigned. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and to any lot then owned by the undersigned not covered by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled.

13. No lot which is under a contract of sale then in force, with the undersigned being the seller thereunder, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned.

14. No water well shall be permitted on any lot hereunder except on such lots as may be hereafter specifically designated in writing by the undersigned and/or by any other party authorized by the undersigned to so designate such excepted lots.

15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Lake Medina Shores Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity," as used in the immediately preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, the undersigned shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of Lake Medina Shores Owners Association, shall have any liability or responsibility at law nor in equity on account of the enforcement of, or on account of the failure to enforce, these restrictions.

16. At any time after December 31, 2001, any provisions contained in these Subdivision Restrictions (except as hereinafter provided) may be amended or repealed, in whole or in part, by the vote of at least two-thirds of the votes cast at a meeting of the members of Lake Medina Shores Owners Association duly convened, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member in the records of said Owners Association) generally describing any proposed amendment or repeal to be voted on at such meeting. Any such amendment or repeal must be recorded in the Office of the County Clerk, Bandera County, Texas, and shall be effective upon the date of such recordation.

17. There is reserved to the undersigned, to Great Southern Realty Co., to the owners and purchasers of the lots hereinafter listed, and their respective successors, heirs and assigns, a perpetual private right-of-way easement for the purpose of ingress and egress from, over, upon and across said lots exclusively for themselves, their guests and invitees, over and across the following described land (and certain other land) out of Lots 149 through 158, Block 1, Section K, Lake Medina Shores Subdivision and Lot 148, Block 1, Lost Valley Shores Section V:

BEGINNING at a point in the easterly right-of-way of Lake Shore Park Drive, said point being the point of intersection of the south line of said Lot 158 with the easterly line of said Lake Shore Park Drive;

THENCE with the easterly right-of-way of said Lake Shore Park Drive North $1^{\circ} 18' 07''$ West, a distance of 44.98 feet to the point of intersection of a curve to the northeast;

THENCE with said curve to the northeast having a radius of 50.0 feet, an interior angle of $20^{\circ} 52' 55''$ with a tangent bearing of North $58^{\circ} 41' 53''$ East, an arc distance of 18.22 feet;

THENCE North $71^{\circ} 16' 12''$ East, a distance of 204.89 feet to a point on or near the edge of water of Medina Lake;

THENCE approximately with the edge of water of Medina Lake as follows: South $0^{\circ} 56' 02''$ East, a distance of 214.13 feet; South $10^{\circ} 14' 53''$ East, a distance of 210.31 feet; and South $25^{\circ} 16' 16''$ East, a distance of 60.81 feet to a point in the southerly line of a drainage right-of-way;

THENCE with the southerly line of said drainage right-of-way South $46^{\circ} 49' 17''$ West, a distance of 52.55 feet;

THENCE parallel to and 50 feet west of the approximate edge of water of Medina Lake as follows: North $25^{\circ} 16' 16''$ West, a distance of 83.56 feet; North $0^{\circ} 14' 53''$ West, a distance of 220.97 feet; and North $0^{\circ} 56' 02''$ West, a distance of 149.64 feet to a point in the northerly line of said Lot 157, Block 1, for an interior corner of this easement;

THENCE South $71^{\circ} 16' 12''$ West, a distance of 166.48 feet to the PLACE OF BEGINNING.

18. It is acknowledged that the lots covered by these Subdivision Restrictions have been subject to those certain Deed Restrictions (the "Prior Restrictions") for Lost Valley Shores, Section V, recorded in Volume 152, Page 758, Deed Records, Bandera County, Texas. Pursuant to the authority described

in Paragraph 16 of the Prior Restrictions, the undersigned, being the owner of the legal title to at least fifty-one percent (51%) of the lots covered by the Prior Restrictions, hereby amend the Prior Restrictions in their entirety insofar as same affect the lots covered by these Subdivision Restrictions, and in respect to the lots covered by these Subdivision Restrictions, the restrictions, covenants and provisions herein shall supersede and replace all provisions of the Prior Restrictions and all other restrictions heretofore placed or impressed on the lots covered hereby.

19. It is acknowledged that a portion of Lot 12, Block 1, Section K is subject to a perpetual private right-of-way as reserved and set forth in the Prior Restrictions, and such right-of-way is hereby confirmed and reserved notwithstanding the above described amendment of the Prior Restrictions.

20. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

EXECUTED THIS the 31st day of October, 1995.

MEDINA LAND COMPANY

By: Jack T. Roe, Vice President

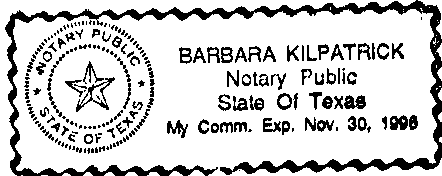


Robert V. Hardwick
Robert V. Hardwick, Secretary

THE STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on this the 31st day of October, 1995, by Jack T. Roe, Vice President of MEDINA LAND COMPANY, a Texas corporation, on behalf of said corporation.



Barbara Kilpatrick

96114

any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law
STATE OF TEXAS
COUNTY OF BANDERA
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 Bandera County, Texas on

Filed for Record
at 10:58 o'clock A M

NOV 13, 1995

Bernice Bates
County Clerk, Bandera County, Texas
Sharon Schubitz Deputy

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NOV 13 1995

Bernice Bates
County Clerk, Bandera County, Texas

Return to: Robert V. Hardwick
1300 Expressway Tower
6116 W. Central Expressway
Dallas TX 75206