

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LIVE OAK

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SUBDIVISION RESTRICTIONS

That GARCIA & WRIGHT CONSULTING ENGINEERS, INC., the owner of the following described property situated in Live Oak County, Texas, to-wit:

Rio Vista Estates, Unit 1, a Subdivision of Three Rivers, Live Oak County, Texas as shown by the map or plat filed of record in the office of the County Clerk of Live Oak County, Texas, in the Records of Deeds and Plats in Book Volume 3, Page 111, reference to which is hereby made for all purposes, such Subdivision being a 21.39 acre tract of land out of Abstract 33, Live Oak County, Texas.

The terms "addition" or "subdivision", wherever used in these restrictions, shall apply only to the above described Rio Vista Estates, Unit 1. GARCIA & WRIGHT CONSULTING ENGINEERS, INC. has subdivided the same into lots and blocks with intervening streets and easements for the construction, operation and maintenance of the streets, utilities and drainage systems in accordance with the map or plat of said Subdivision prepared by Garcia & Wright Consulting Engineering of San Antonio, Texas, duly approved by the City Council of the City of Three Rivers, as same are on file and of record in Vol 3, Page 111, Deed and Plat Records of Live Oak County, Texas, and does hereby dedicate said streets and easement ways for the construction operation and maintenance of streets, drainage and utility lines to the use of the future owners of lots within said Subdivision and to the public as such, in accordance with the words and provisions of dedication set forth on the face of said map.

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1. RESTRICTIONS:

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said addition and the lots and blocks therein contained, as a high-quality, restricted, single family residential section, the following restrictions and conditions of the use of said lots are hereby established and adopted and imposed upon each lot or parcel of land in said addition as shown by said plat, which conditions and restrictions shall constitute covenants running with the land, shall be binding upon and inure to the benefit of GARCIA & WRIGHT CONSULTING ENGINEERS, INC., its successors and assigns, and upon all persons acquiring property in said addition, whether by purchase, descent, devise, gift or otherwise, and any person by the acceptance of title to any lots of

this subdivision, shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein. Such restrictions and conditions shall be made a part of each contract and/or deed executed by, or on behalf of GARCIA & WRIGHT CONSULTING ENGINEERS, INC., conveying a lot or lots within said addition, by reference to the place of record of this instrument and by acceptance thereof, the Grantee, and all persons claiming under him, shall be bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all of the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to lot or lots in said addition to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot or lots shall be construed to be subject to the terms of this instrument.

2. DEFINITIONS:

A. The word "street" as used herein shall include any road, street, drive, court, square, circle, terrace, plaza or passageway as shown on the recorded maps as a thoroughfare.

B. A "lot" used herein shall be interpreted to mean a single family residential building site without regard to whether such buildings are identical or not.

C. A "corner lot" is one that abuts on more than one street. Any lot, except a corner lot, shall be deemed to front the street upon which it abuts. A "corner lot" shall be deemed to front on the street on which it has only the smallest dimensions and shall be built to front on such street, except that the Architectural Control Committee, appointed by GARCIA & WRIGHT CONSULTING ENGINEERS, INC., reserves the right to designate that the improvements constructed on any such corner lot shall face diagonally or on the street having the longest dimension.

3. ARCHITECTURAL CONTROL:

A. There is hereby created an Architectural Control Committee, which shall be composed of three members. The initial members shall serve until successor is named, as provided herein, and shall be:

RAUL H. GARCIA	407 W. Rhapsody, San Antonio, Texas
PATRICK L. WRIGHT	407 W. Rhapsody, San Antonio, Texas
NELIDA GARCIA	407 W. Rhapsody, San Antonio, Texas

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full

authority to designate and appoint a successor. No member of the Committee, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of 2/3rds of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee, or to restore to it, any of its powers and duties.

B. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval shall be as provided in paragraph C below.

C. Two sets of final plans and specifications shall be submitted to the Architectural Control Committee for approval or disapproval. The plans will be marked "Approved", as such approval is given, and one returned. Any modifications or changes to the approved set of plans must again be submitted to the Architectural Control Committee for their inspection and approval.

D. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction shall be commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. All submittals for approval must be submitted by mail with return receipt requested or delivered by hand.

E. The Architectural Control Committee hereby reserves unto itself and its successors, the right and authority to waive, modify, alter, amend, change or approve any covenant, term, condition or restriction where, in the opinion of the said committee, such change is necessary or required for the advantage and best appearance of the subdivision in the following particulars, to-wit:

- (1.) Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for the purpose of building a single family residence without regard as to whether or not such buildings are identical;
- (2.) Change the restrictions as to fences and walls;
- (3.) Change the restrictions on obstructions of sight lines on any corner lot;
- (4.) Change these restrictions in case of lots which are unusual in size, or which are of an unusual or irregular shape, where such change is deemed best for the advantage or best appearance of the immediate community.

4. GENERAL LAND USE:

A. All lots in said subdivision shall be used as single family residential lots, without regard to whether or not such buildings are identical, and for no other purposes.

B. All buildings placed on any of said lots shall be newly erected on said lot and no second hand or used buildings shall be moved onto any of said lots.

C. No commercial activity of any nature shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no part of said premises shall be used for the commercial treatment of tuberculosis or any other contagious or infectious disease. No cattle, hogs, poultry, horses, or other animals may be kept on any part of the subdivision, except that this paragraph shall not preclude the keeping of pets or animals other than the above mentioned such as are ordinarily kept as pets in residential subdivisions provided they are not kept or bred for any commercial purposes and are regularly vaccinated against rabies. No more than three (2) dogs older than six months may be kept on any one lot.

D. No outdoor toilet shall be placed on any lot.

E. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.

F. No sign of any kind shall be displayed to the public view except one professional sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

G. No structure, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any lot as a residence, either temporarily or permanently.

H. No house trailer, recreation vehicle, boat, bus, truck or similar vehicle, shall be used on any lot as a residence either temporarily or permanently.

I. No garage or outbuilding apartments for rental purposes will be permitted on any lot. All living quarters on the property, other than in the main building, are to be for the bona fide use of the owner's or occupant's immediate family or servants only.

J. No radio or television aerial or guy wires shall be maintained on any portion of any lot forward of the front wall line of the respective main building.

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K. Said real estate or any part thereof shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or the disposal of such material shall be kept in a clean and sanitary condition. Each home shall subscribe to a city approved regular waste collection system.

L. No individual water supply system shall be permitted on said real estate. Each home shall obtain domestic water supplies from the Community water distribution system.

M. Each house shall be connected to the City's sewage collection system as a means of wastewater disposal and shall abide by all city regulations regarding the construction and use of this system.

5. SIZES, TYPES AND PLACEMENT OF STRUCTURE AND MATERIALS:

A. Facing: All improvements on lots shall be constructed so as to front the street upon which such lot faces. Corner lots may have the improvements placed as approved by the Architectural Control Committee.

B. Minimum Floor Areas: No dwelling shall be permitted on any lot within the subdivision unless the ground floor area of the main structure - exclusive on one-story or two-story open porches, garages (whether attached or detached) and patios - contains not less than the number of square feet hereinafter set forth.

No dwelling, exclusive of open porches, terraces or garages, shall be permitted on any lot at a cost of less than thirty thousand dollars (\$30,000.00) it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling. The ground floor area of the main structure, exclusive of one-story and two-story open porches, terraces and garages, shall not be less than 1200 square feet.

C. Exterior Walls: The exterior walls of each dwelling shall be not less than 25% natural stone veneer or brick veneer. In computing this percentage, all door and window openings and gables shall be excluded from the required area. The 25% masonry exterior wall provisions shall apply to the main structure only. On the remaining portions of the exterior walls, surface areas of the main structures and on any outbuildings, except green houses, the materials used must be in keeping with the general architectural design of the buildings.

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D. Roof: The pitch of the roof is to be subject to the approval of the Architectural Control Committee on all main structures and on all outbuildings, either attached or detached, but in no event will flat roofs be permitted.

E. Foundations: On all main structures and on all outbuildings, whether attached or detached, all foundations must be of the reinforced concrete slab type.

F. Fences or Walls: No fence or wall shall be erected, placed, altered or maintained on any building site nearer to the front building line than the minimum building setback line shown on the recorded plat of the subdivision, or in any event, forward of the front wall line of the respective dwelling. No fence shall be constructed higher than six feet and shall be subject to approval by the Architectural Control Committee. All wood for fence post and railing shall be treated against wood rot. The use of cedar post or rails is prohibited. All fencing shall be properly maintained in good condition by the lot owner.

G. Building Lines: No building shall be erected on any lot or lots in said subdivision nearer the front lot line than the setback line as shown by said plat, or farther away from the front lot line than as determined to be in harmony with existing structures by the Architectural Control Committee. No portion of any main building shall be erected nearer than five feet to any interior lot line. The side building line upon all corner lots in said subdivision shall be ten feet from the side street line, and where designated on the plat, shall be at the distance shown on the plat, and no building shall be built on any lot nearer to the side lot line than the distances herein specified and referred to, except that in the case of any unusual or irregularly shaped lot as approved by the Architectural Control Committee. No dwelling shall be constructed nearer than fifteen feet to the rear lot line.

H. Garage Location: Any garage, servants quarters, or any outbuilding of any kind detached from the main building shall be located on the rear one-third of the lot; shall be located with reference to the side lot line to conform to the Building Code and Zoning Ordinance of the City of Three Rivers, and shall not be constructed upon any portion of the easement on the rear or side property line of any lot.

I. Garage Construction: Each house will be provided with a minimum of a two car garage or two car carport. Garages or carports may not later be converted for occupancy except if other garage space is provided.

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J. Upkeep: The purchaser of property in said subdivision shall keep the property in a good appearing condition, free from tall weeds or grass, regularly mowed, and shall not permit the accumulation of trash, rubbish or other unsightly articles on the premises, the easement or in the street abutting the same. The area in all the streets between the curb and the property line shall at all times be kept clean and free of unsightly obstacles. The City's regulations regarding weed control shall be strictly adhered to. Should a property owner fail to maintain his property in accordance with the restrictions, GARCIA & WRIGHT CONSULTING ENGINEERS, INC., may elect to have the property maintained at the lot owner's expense after giving proper notice of this to the lot owner. The cost of said maintenance shall constitute a lien against the property if not paid within thirty (30) days after billing by the property owner. Should the property owner repeatedly ignore the maintenance of the property, Garcia & Wright Consulting Engineers, Inc., may cause the property to be maintained on a regular basis without special notice and at the lot owners expense.

K. Sight Distance at Intersections: No fence, wall hedge, or shrub which obstruct sight line at elevation shall be place or permitted to remain on any corner lot area within the triangular area formed by the streets, property lines and a line connecting them at points twenty-five feet from the intersection of the street property line extended to intersect. The same sight line limitation shall apply on any building site within ten feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained below a height which would obstruct the line of sight.

6. DURATION OF RESTRICTIONS:

All the restrictions and covenants herein set forth shall continue and be binding upon GARCIA & WRIGHT CONSULTING ENGINEERS, INC., and upon its successors and assigns and the individual lot owners, for a period of thirty years from this date, unless terminated or amended as provided herein. At the expiration of said term of thirty years above set out, the restrictions and covenants as herein set out shall automatically be extended for an additional ten year period and for the successive periods of ten years thereafter, unless same are nullified or revised as hereafter provided. After the expiration of thirty years from the date of this instrument, the owners of a majority of the lots in this Subdivision, who are actual bona fide inhabitants thereof, may execute and acknowledge an agreement in writing terminating or revising these restrictions and covenants and file the same in the office of the County Clerk of Live Oak County, Texas, or in such office as

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conveyances of real estate may be required to be filed, and then and thereafter these restrictions and covenants shall be null, void and of no further force and effect, or be modified or revised as the aforesaid mentioned instrument may direct.

7. REMODELING:

These subdivision restrictions pertain to the initial construction on the property and to any future reconstruction or addition.

8. RECREATIONAL VEHICLE STORAGE:

The storage of recreational vehicles (boats, trailers, recreational vehicles, jet skiis, motorcycles, etc.) on each lot or the public street areas for more than seventy two (72) hours is prohibited except in a location to the rear of the front line of the main structure.

9. CONCRETE DRIVEWAYS AND SIDEWALKS:

At the time the main building is constructed, each lot will be furnished by the lot owner with a concrete driveway at least 12' wide which extends from the curb to the garage. In addition, each main structure will be provided with a concrete sidewalk at least 3' wide leading from the curb to the main structure entrance. All vehicular parking areas and access driveways will be of concrete construction.

10. RIGHT TO ENFORCE:

The restrictions herein set forth shall be binding upon GARCIA & WRIGHT CONSULTING ENGINEERS, INC., its successors and assigns, and all parties claiming by, through or under it and all subsequent owners of property in said subdivision, each of whom shall be obliged and bound to observe such restrictions, covenants and conditions. The violation of any such restrictions, covenants and conditions shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, subject, nevertheless, to the restrictions, covenants and conditions herein mentioned. The said GARCIA & WRIGHT CONSULTING ENGINEERS, INC., or the owners of any lot or lots in this Subdivision, shall have the right to enforce observance or performance of the provisions of this instrument. If any person, or persons, violates or attempts to violate any of the restrictions, terms, conditions, and covenants contained herein, it shall be lawful for any person, or persons, owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction, term, condition or covenant, either to prevent him or them from so doing, or to correct

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such violation, or to recover damages, or to obtain such other relief for such violation as then may be legally available.

11. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

12. EASEMENT:

All lots in this subdivision are subject to certain easements over and across portions of each lot, as shown by map of said subdivision, such easement being deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting, and telephone poles or cables, pipelines and drainage ditches or structure, television cable, and/or equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of anyone or all of the owners or operators of such utilities, to remove any obstructions on said easement right of way as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such Easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property aforesaid, except that nothing set out above shall prohibit, as heretofore set out, the use of such easements or rights of way by adjacent owners for the construction of fence lines, provided no permanent structures are built thereon and provided no damages shall accrue to the city or any utility company because of the removal and no replacement of such construction for the purpose of satisfactorily operating utilities in such easements or rights of way.

In addition to the ground easements above listed, an additional aerial easement is reserved resulting in a total overall ground easement ten feet wide from the ground upward and an unobstructed aerial easement, twenty feet wide from a plane fifteen above the ground upward, centered on the ground easements. This aerial easement being particularly needed by the light and telephone companies for the protection of all overhead wires.

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13. DEDICATION:

This instrument of dedication relates to and affects the above described property and shall not affect other property not herein described.

EXECUTED this the 6th day of MAY, 1992

GARCIA & WRIGHT CONSULTING ENGINEERS, INC.

BY: [Signature]

RAUL H. GARCIA, President

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ATTEST:

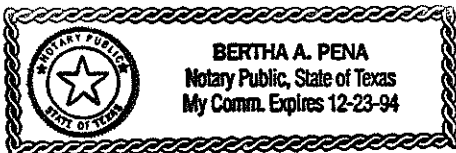
Patrick L. Wright

SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Raul H. Garcia and Patrick L. Wright, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 6th day of May, 1992.



Bertha A. Pena
Notary Public, State of Texas

00117584

Restrictions
Garcia &
Wright
Consulting
Engineers, Inc
to
of the Public

FILED FOR RECORD 8
DAY OF May AD. 19 92
AT 2:25 O'CLOCK PM
MILDRED JAMES
CLERK COUNTY COURT, LIVE OAK COUNTY, TEXAS
BY Mildred James DEPUTY
5-6-92

STATE OF TEXAS
COUNTY OF LIVE OAK
I hereby certify that this instrument was FILED on this date and at the time stamped hereon by me, and was duly RECORDED, in Volume 470 Page 178 of the Real RECORDS of Live Oak County, Texas, on May 8, 1992
BY [Signature] DEPUTY
SHERRI STEWART
CLERK COUNTY COURT
LIVE OAK COUNTY, TEXAS

Chg + fee:
21.00
PM 5.00
Raul H. Garcia
407 St. Apparaty
San Antonio, Tex. 78216