

960522 AMENDED DECLARATION OF COVENANTS,  
AND RESTRICTIONS FOR  
ROCKY RIVER RANCH

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO

That Chisos Grande, Inc., is the owner of all that certain tract of land platted and described as Rocky River Ranch, an addition to the County of Blanco (the "County"), Texas, according to the plat thereof (the "Plat") recorded in Book, 1, pages 207, 212 of the Plat Records of Blanco County (the "County"), Texas.

Declarant has subdivided the property into tracts containing certain acreage (more or less) as shown on the Plat.

Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the tracts in the Addition and for the purpose of enhancing and protecting the value, attractiveness and desirability of said tracts and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and which shall inure to the benefit of each owner.

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 - Residential Use: All tracts shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per five (5) acres which, residence may not exceed two (2) stories in height, and a private garage as provided below. No garage, shack or temporary building shall be constructed on any tract as living quarters thereon, except that detached servant's quarters <sup>or</sup> a garage apartment without any floor space limitation may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed. One "Guest House" may be constructed per five acre tract provided construction corresponds to main dwelling construction.

Section 1.2 - Mobile Home Use: No mobile or modular homes shall be permitted at any time, temporary or permanent.

Section 1.3 - Restrictions on Resubdivisions: None of the tracts shall be subdivided without written approval from the Declarant or its successors or assigns.

**Section 1.4 - Uses Specifically Prohibited:**

- (a) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Addition at any time.
- (b) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, recreational vehicles, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in use on the streets and highways of the State of Texas. Vehicles or similar equipment not meeting operating conditions as described above must be parked or stored in a garage or barn.
- (c) No structure of a temporary character, such as a camper trailer, trailer, basement, tent, shack, barn or other out-building shall be used on any property at any time as a dwelling house. The entire exterior of all main dwelling units as a dwelling house. The entire exterior of all main dwelling constructed on tracts, must be completed within 12 months after the commencement of work thereon or the placing of materials on such property, whichever occurs the earliest.
- (d) Household pets must be restrained or confined within the homeowner's tract, inside a fenced area or within the house. All animals must be properly tagged for identification. No hogs or swine of any kind are permitted within the Addition. Other livestock is permitted provided that there is no more than one (1) head per one acre. In no event shall overgrazing be permitted. Any livestock pens shall be constructed in a professional manner so as not to become noxious and offensive to others within the Addition. No commercial breeding of any kind is permitted. Poultry or fowl shall be limited to five (5) per acre. Barns and pens must be constructed with new materials.
- (e) No lot or other area in the Addition shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars or other vehicles and discarded appliances and furniture. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage of other disposable of such materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.
- (f) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet inoffensive activities so long as such activities are in compliance with all governmental and zoning requirements and do not materially increase

the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards. Additionally, no sign shall be displayed except on a residence, and such sign shall not exceed 1'x2'. This provision excludes rental of the residence or guest house for lodging purposes.

(g) No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than ten (10) square feet advertising the property for rent. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

(h) Except within fireplaces in the main residential dwelling and except for outdoor cooking or small campfires, no burning of anything shall be permitted anywhere in the Addition. Under proper weather conditions, as determined by the local fire authorities, limited burning of brush or debris is permitted.

(i) No hunting of any type is allowed.

**Section 1.5 - Minimum Floor Area:** The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall not be less than one thousand three hundred fifty (1350) square feet, unless approved by the Association Representative Committee.

**Section 1.6 - Side Line and Front Line Setback Restrictions:** No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat. These setback lines are thirty (30) feet for sides and rear and fifty (50) feet front, unless approved by the Association Representative Committee.

**Section 1.7 - Fences and Walls:** Any fence or wall must be constructed of generally accepted standard fencing materials and completed in a professional workmanlike manner.

**Section 1.8 - Carports and Garages:** All carports and garages will be site facing thus prohibiting any open carport or garage from facing the streets with vehicle or stored items from being visible from the street.

**Section 1.9 - Septic Tanks:** Any and all lots having a dwelling in accordance with these restrictions shall at all times have a septic tank system approved by state and county regulatory authorities and shall be in sound working condition and order at all times and in compliance with all applicable state and county regulations and requirements.

## ARTICLE II

## PROPERTY ASSOCIATION

Section 2.1 - Appointment: Prior to September 25, 1996, Declarant or his assignee shall designate and appoint an Association Representative Committee (herein called the "Committee") composed of three (3) individuals of which the Declarant or his assignee is one and shall remain as long as Declarant or assignee is an owner of any lot or tract in Rocky River that are property owners in Rocky River Ranch until such time as the Association can be formed to elect its own officers; each general familiar with the residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Addition.

Section 2.2 - Compensation: No member of the Committee shall be entitled to compensation for, or be liable for claims, causes or actions or damages arising out of, services performed pursuant to this Declaration.

Section 2.3 - Authority: No dwelling or other structure shall be commenced, until a house plan and site plan showing location of the main dwelling or other structure, shall have been submitted to and approved in writing by a majority of the members of the Committee as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to roadway;

(b) conformity and harmony of the external design;

The Committee is authorized and empowered to consider and review any and all aspects of construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more lot owners or the general value of lots in the Addition. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 2.4 - Procedure for Approval: Final plans and specifications shall be submitted to the Committee and shall be signed and dated as received by a member of the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of improvements. The documents shall specify any requested variance from the setback lines or any other requirements set forth in this Declaration. At such time as the plans and specifications meet the approval of the committee, the plans shall be marked "Approved", signed by a majority of the Committee and returned to the Declarant.

If disapproved by the Committee, a statement of the reason for disapproval shall be returned in writing within thirty (30) days. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall be deemed to have been completed.

**Section 2.5 Standards:** The Committee shall have the sole discretion with respect to design and site locations. One objective of the Committee is to prevent radical, curious, odd, bizarre, or peculiar structures from being built in the Addition. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

**Section 2.6 - Constitution:** The Association acting by the affirmative vote of two-thirds (2/3) of the members present and voting at a meeting of the members of the Association called for such purpose, shall have the authority to select a Committee to continue the functions of the original Committee to serve on an annual basis. If there is no Committee or Association committee, or should a committee fail to function, no approval by the Committee or Association committee shall be required.

**Section 2.7 - Liability of Committee:** The members of the Committee shall have no liability for decisions made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 3.1 - Membership:** Every owner of a lot shall be a member of the Proposed Rocky River Ranches Homeowners' Association, a Texas Nonprofit Corporation and its successors and assigns ("Association"). Membership shall be appurtenant to and shall not be separated from ownership of any lot which is part of the Addition. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

**Section 3.2 - Voting Rights:** Tract owners shall be entitled to one (1) vote for each tract owned. When more than one person owns an interest in any tract, all such persons shall be Members of the Association, but the vote for such tract shall be exercised as the owners of the particular tract shall among themselves determine. In no event shall more than one (1) vote be cast with respect to any tract.

**Section 3.3 - Bylaws:** The Association may make whatever rules and Bylaws it deems desirable to govern the Association and its members; provided however, any conflict between the Bylaws and the

referred to therein or not.

**Section 5.3 - Maintenance and Improvements:** Subject to the provisions of Article III, each lot owner shall maintain the exterior of the buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior portions of the improvements to deteriorate in an unattractive or unsafe manner.

**Section 5.4 - Mortgages:** It is expressly provided that breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any party thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

**Section 5.5 - Term:** The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein.

**Section 5.6 - Severability:** If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, or restriction, each of which shall remain in full force and effect.

**Section 5.7 - Binding Effect:** Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood that such condition, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Addition. This Declaration, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser of any portion of the Addition is on notice of the conditions, covenants, restrictions and agreements herein contained.

**Section 5.8 - Enforcement:** The owner of any lot in the Addition shall have the easement and the right to have each and all of the foregoing restrictions, conditions, and covenants herein faithfully carried out and performed with reference to each and every lot in the Addition, together with the right to bring suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Addition, without reference thereof, it being the intention hereby to attach to each lot in the Addition, without reference to when it was sold, the right and easement to have such restrictions,

enforcing the deed restrictions in the event of a breach or violation requiring litigation, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members and proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding.

**Section 4.5 - Effect of Nonpayment of Assessments and Remedies of the Association:** Any assessment that is not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot. No owner shall waive or otherwise escape liability for the assessment provided for herein by abandonment of his lot.

**Section 4.6 - Subordinated Lien to Secure Payment:** The lien of the assessments provided for herein shall be subordinate to the liens of any valid mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability and liens for any assessments thereafter becoming due.

**Section 4.7 - Duration:** The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of this Declaration.

#### ARTICLE V

#### GENERAL PROVISIONS

**Section 5.1 - Easements:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat and over the rear ten (10) feet of each lot. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residence. Declarant or assignee reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements.

**Section 5.2 - Recorded Plat:** All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant or assignee, conveying lots in the Addition, whether specifically

provisions of this Declaration shall be controlled by the provisions of this

#### ARTICLE IV

#### ASSESSMENTS

Section 4.1 - Creation of the Lien and Personal Obligation of Assessments: The Declarant or assignee, for each lot in the Addition, and each owner by acceptance of a deed to a lot, is deemed to covenant and agree to pay to the Association the following: (A) annual assessments or charges, and (B) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge of the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment came due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.2 - Annual Assessment: Each lot is hereby subjected to an annual maintenance charge and assessment not to exceed Two Hundred Forty Dollars (\$240.00) per annum, for the purpose of creating a fund to be designated and known as the "Operating Fund", which maintenance charge and assessment will be paid by the owner or owners of each lot to the Association in advance annually by the Board of Directors of the Association at least thirty (30) days in advance of each annual assessment. The assessment for each lot shall be uniform. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 4.3 - Purposes: The Association shall use the proceeds of the Maintenance Fund for the use and benefit of all residents. Such uses and benefits to be provided by the Association may include, by way of example and not limitation, any and all of the following: maintaining roadways, property owners park, signs in or adjoining any rights of way; payment of all legal charges and expenses incurred in connection with the enforcement of all recorded charges and assessments to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment. It being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 4.4 - Special Assessments: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of



conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Addition whether owned by the undersigned, its successors and assigns, or others. Failure by owner, including Declarant, to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

**Section 5.9 - Definition of "Owners":** As used herein, the term "owner" shall refer to the recorded owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

**Section 5.10 - Other Authorities:** If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

**Section 5.11 - Amendments:** At any time, the owners of the legal title to Sixty-Six Percent (66%) of the lots within the Addition (as shown by the County records) may amend the covenants, conditions and restrictions set forth herein by recording an instrument containing such amendment(s), except that, for the ten (10) years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of Declarant or assignee.

**Section 5.12 - Veterans Land Board:** Notwithstanding anything to the contrary, these restrictive covenants shall not be construed so as to prevent the Veterans Land Board or the State of Texas from deeding an acre to the Veteran purchaser for a homesite. Also, they will not be construed so as to assess the Veterans Land Board or the State of Texas with any fees, nor shall any liens attach to the Veterans Land Board's interest in any party of this subdivision. Any such fees will be considered a personal obligation of a purchaser, and any lien can attach to his or her interest.

CHISOS GRANDOR, INC. A Texas Corporation

BY: Thomas A. Clarke  
THOMAS A. CLARKE, President