

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DUSTIN RIVER RANCHES

BOOK 784 PAGE 725

THIS DECLARATION, made this 31 day of JULY, 1987,
by Dustin River Ranches, Inc., a Texas corporation, hereafter
called Developer (and defined as such in Article I, Section 3),

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property
(hereafter referred to as the "Property") in Atascosa County,
Texas, which is more particularly described as follows:

Being 558.109 acres situated in Atascosa County, Texas
consisting of 79.18 acres out of the C. Ford Survey No.
525; 135.629 acres out of the C. Ford Survey No. 524;
46.1 acres out of the John Sharp Survey No. 518; 247.2
acres out of the John C. Held Survey No. 1513; and 50
acres out of the J. G. Rensing survey no. 514, being
that 215.308 acre tract conveyed to A. J. Gidley, Jr.
by the Veterans' Land Board of Texas, by Deed recorded
in Volume 568, Page 407, Deed Records of Atascosa
County, Texas, and being more particularly described by
metes and bounds in Exhibit "A", attached hereto and
incorporated herein for all purposes.

WHEREAS, Developer desires to create thereon a planned
residential community with designated "Lots" (as defined herein)
for the benefit of the present and future owners of said Lots;
and

WHEREAS, Developer desires to provide for the preservation
and enhancement of the property values, amenities and opportuni-
ties in said community and for the maintenance of the Property
and to this end desires to subject the Property, together with
such additions as may hereafter be made thereto (as provided in
Article II) to the covenants, conditions, restrictions, ease-
ments, charges and liens hereafter set forth (the "covenants and
restrictions"), as such covenants and restrictions may be amended
from time to time, each and all of which is and are for the
benefit of said Property and each owner thereof; and

NOW THEREFORE, the Developer declares that the real proper-
ty, and such additions thereto as may hereafter be made pursuant
to Article II hereof, is and shall be owned, held, transferred,
sold, conveyed, occupied and enjoyed subject to the covenants and
restrictions hereafter set forth, which are for the purpose of
protecting the value and desirability of, and which shall run
with, the Property and be binding upon all parties having any
right, title or interest in the real property or any part there-
of, their heirs, successors and assigns, and shall inure to the
benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Declaration" shall mean this Declaration of
Covenants, Conditions and Restrictions for Dustin River Ranches,
as amended from time to time.

Section 2. "Developer" shall mean Dustin River Ranches,
Inc., a Texas corporation, its successors or assigns, and any
successors or assigns to whom all or substantially all of its
interests in the development of said properties are transferred.

machinery or motors shall be permitted, if their presence or operation, by reason of noise, fumes, use, sight or other circumstance, shall constitute a nuisance.

Section 5. Signs. Except for signs, billboards or other advertising devices displayed by Developer, for so long as Developer or its successors or assigns shall own any portion of the Property, no sign of any kind shall be displayed on any Lot; provided that, if such signs are not located within 50 feet of the front lot line of a Lot:

(a) Builders may display one (1) sign of not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and

(b) Any Owner may display one (1) sign of not more than five (5) square feet on a Lot improved with a residential structure to advertise the Lot and/or the residence for sale or rent.

The Developer shall have the right to remove any sign not complying with the provisions of this Section at any time, and in so doing, it shall not be liable for trespass or other tort in connection with such removal.

Section 6. Household Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot in a manner that constitutes a nuisance as provided above. Subject to the foregoing, an Owner may keep farm animals in a proper manner and may keep such other dogs, cats, or other household pets as he desires; provided, however, that an Owner may not keep more than one pig on a Lot and it shall be kept for 4-H or FFA purposes or projects only. All animals shall be restricted to the Lot of their Owner and shall be removed from such Lot immediately if, for any reason, they become a nuisance.

Section 7. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 8. Garbage and Refuse Storage and Disposal. All Lots shall be kept in a clean, healthful, sanitary, and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk, or other waste matter. All such matter shall be kept in adequate containers with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, except during construction of a residence, or be used for the commercial burning of waste materials.

Section 9. Septic Tanks. No privy, outside toilets, or cesspool shall be placed or maintained upon or in any Lot, or other portion of the Property; provided, however, that rented outside toilet facilities may be furnished for workmen during the construction of any residence on a Lot. All plumbing shall be connected to a septic system installed and maintained in accordance with all applicable governmental health and environmental regulations.

Section 10. Minimum Lot Area. No Lot shall be resubdivided into smaller Lots by any Owner; provided, however, that this

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. An Architectural Review Board shall be established by the Developer. From the date of the conveyance of the first Lot to an Owner until January 1, 1990, the President and Vice-President of the Developer shall constitute the members of the Board. Thereafter, the Board shall consist of three Lot Owners. The three initial Board members who are Lot Owners shall be appointed by the Developer. They shall serve for a period of three years or until their successors are elected by a majority of Lot Owners. All subsequent members of the Board shall be elected by a majority of the Lot Owners. Any Board members who, for whatever reason, do not serve their full term shall be replaced by the remaining Board members or member and such replacement member shall serve the remaining term of his predecessor.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, location, and acceptability of all buildings and other improvements constructed, assembled, or placed on the Property so as to preserve and enhance values and to maintain a high quality subdivision consistent with the overall character and aesthetics of the Property.

Section 3. Approval. No building, structure, and other improvements shall be constructed, assembled or placed on a Lot until the Owner of such Lot shall have first presented plans of such building, structure, or other improvement to the Architectural Review Board and obtained the approval of the Board. The plans presented to the Board shall contain such information as the Board may reasonably require. In the event the Board does not expressly approve or disapprove the plans within thirty (30) days after they have been presented, they shall be deemed approved; provided, however, that such failure shall not operate to permit any building, structure, or other improvement to be constructed, assembled or placed on a Lot in a manner inconsistent with these Declarations. No building, structure or other improvement shall be constructed, assembled or placed on a Lot after the plans therefore have been disapproved.

Section 4. Minimum Construction Standards. Only new construction materials shall be used in the construction of any buildings, structures or other improvements constructed on the Property and only new modular or manufactured homes shall be placed thereon, unless the Owner, at the time he purchases a Lot, has previously purchased and resides in such modular or manufactured home. All construction shall be completed within nine (9) months after the date it is actually commenced. All manufactured or modular homes must be affixed or tied down to the Property in a permanent and attractive manner within ninety (90) days after they are placed on a Lot. They shall be attractively skirted and landscaped so that all underpinnings, plumbing connections and pipes located underneath such structures are permanently hidden from public view at all times.

ARTICLE V
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years until cancelled by vote of a majority of Lot Owners.

IN WITNESS WHEREOF, Dustin River Ranches, Inc. has caused this Declaration to be executed in its name by its President duly authorized on the date and year first above written.

DUSTIN RIVER RANCHES, INC.

Denis Moravits
Denis Moravits, President

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 31st day of July, 1987 by Denis Moravits, President of Dustin River Ranches, Inc., a Texas corporation, on behalf of said corporation.



Josie Talamantez
Notary Public, State of Texas
Printed Name of Notary:
JOSIE TALAMANTEZ
My commission expires: 5/1/89

NOTARY PUBLIC STATE OF TEXAS
My commission expires 5/1/89

NOTARY PUBLIC STATE OF TEXAS

My commission expires 5/1/89

Section 3. "Property" shall mean all of the real property in Atascosa County, Texas described above.

Section 4. "Lot" shall mean each of the lots shown on the recorded Subdivision Plat and as defined in this Declaration and all Supplemental Declarations.

Section 5. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless and until such security holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. For purposes of any voting pursuant to this Declaration, each Lot shall be deemed to have one Owner with one vote.

Section 6. "Subdivision" shall mean Dustin River Ranches, all subsequent sections of Dustin River Ranches brought within the scheme of this Declaration, and any other real property (including specifically, but without limitation, all or portions of other subdivisions being or to be developed by Declarant or affiliated or subsidiary entities) brought within the scheme of this Declaration.

Section 7. "Subdivision Plat(s)" shall mean the respective map(s) or plat(s) of Dustin River Ranches, recorded in the Official Public Records of Real Property, Atascosa County, Texas.

ARTICLE II

BUILDING AND USE RESTRICTIONS

Section 1. Residences. No building or other structure shall be built, placed, constructed or otherwise located on any Lot except a single family residence. As used herein, the term single family residence shall mean a constructed, assembled, or manufactured building intended for use as the dwelling place of an individual or family and all usual and customary appurtenances thereto.

Section 2. Single Family Residential Use. Each Lot upon which a residence is to be located shall be used and occupied for single family residential purposes only. No Lot shall be used or occupied for any business, commercial, trade, or professional purpose, either apart from or in connection with the use thereof as a residence.

Section 3. Temporary and Other Structures. No portable or temporary structure, other than usual and ordinary structures appurtenant to a residence, shall be placed on any Lot; except that the Developer reserves the exclusive right to place and maintain such temporary facilities upon the Property as it determines, in its sole discretion, may be necessary or convenient in connection with the sale of Lots to the public.

Section 4. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision or to other Owners. No junk or inoperable automobiles or machinery which are in a state of disrepair and are visible to the public shall be permitted on any Lot and no

restriction shall not prevent correction deeds or other documents to resolve boundary disputes.

Section 11. Mining Operations. No excavation, quarrying, or mining of caliche, rock, or other surface minerals shall be permitted upon or in any Lot.

Section 12. Prohibited Uses. None of the Lots shall be used for illegal or immoral purposes, nor shall any of the said Lots be used for keeping or treating persons afflicted with tuberculosis or any other diseases that are contagious or infectious.

ARTICLE III EASEMENTS

Section 1. Existing Easements. The Subdivision Plat(s) dedicate for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such Subdivision Plat(s) further establish dedications, limitations, reservations, and restrictions applicable to the Property. Further, Developer and Developer's predecessors in title have heretofore granted, created, and dedicated, by various recorded instruments, certain other easements and related rights affecting the Property. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat and all grants and dedications or easements and related rights heretofore made by Developer and Developer's predecessors in title affecting the Property are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Developer conveying any part of the Property.

BOOK 784 PAGE 725

Section 2. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Developer by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Developer or its agents through, along, or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Developer.

ARTICLE IV BUILDING LOCATIONS

Section 1. Setback Lines. No residence shall be located on any Lot nearer to the front lot line or the side lot line than the minimum building setback lines shown on the Subdivision Plat. In any event, the front building line of a residence shall not be located closer than one hundred (100) feet to a street and the side building line of a residence shall not be closer than twenty (20) feet to the side lot line. For purposes of the foregoing sentence, a residence shall mean and include all buildings or other structures located on a Lot.

784 PAGE 730

Section 2. Amendment. Prior to the conveyance of the first Lot to an Owner, this Declaration may be amended at any time and for any reason by the Developer. Thereafter, during the period extending from the conveyance of the first Lot until January 1, 1990, this Declaration may be amended by vote of the Developer and a majority of the Lot Owners. After January 1, 1990, this Declaration may be amended by 75% of the Lot Owners. Any amendment must be recorded in the real estate records of Atascosa County, Texas.

Section 3. Enforcement. Any Owner at his or her expense, the Architectural Review Board, or the Developer at its expense, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges, assessments and all other provisions contained in this Declaration. In the event the Architectural Review Board seeks to enforce the terms of this Declaration, it shall only be permitted or required to do so to the extent that funds have been voluntarily contributed by Lot Owners for such purpose. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one of the covenants, restrictions, conditions or provisions contained in this Declaration shall in no way affect any other provisions hereof, which shall remain in full force and effect.

Section 5. Amendments by Developer. Notwithstanding any other Section hereof, the Developer shall have the right at any time, without the joinder or consent of any other party to amend this Declaration by any instrument duly filed for record for the purpose of correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner.

Section 6. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 7. Omissions. If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

Section 8. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner in the Real Property Records of Atascosa County, Texas.

Section 9. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

3310 784/725

Filed for Record
31 Day of July 19 87
at 10:25 AM
LAQUITA HAYDEN
County Clerk, Atascosa County,
By J. C. [Signature] Deputy
PDD Pd.

Ret: -
Baker Surveying, Inc.
1105 7th St. Suite 100
San Antonio, Texas
78217

Exm: 784 pte 134

STATE OF TEXAS COUNTY OF ATASCOSA
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly
recorded in the volume and page of the INDEX
records of Atascosa County, Texas as stamped herein
by me.
RECORDING DATE
Aug. 4 1987
 LAQUITA HAYDEN
COUNTY CLERK, Atascosa County, Texas
By J. C. [Signature] Deputy