

ST# 15915

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions is made on February 9, 2001, at Guadalupe County, Texas, by R. L. DUGGER, INC., a Texas corporation ("Declarant"), whose mailing address is 126 Hiler, San Antonio, Texas 78209.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Guadalupe County, Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1**Definitions****Declarant**

1.01. "Declarant" means Declarant and its successors and assigns who acquire any part of the Property for the purpose of development.

Lot

1.02. "Lot" means any of the plots of land from the Property.

Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property

on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

Vote by Owners

1.04. "Vote by Owners" means that whenever the Owners vote or consent to any provision contained herein, each Owner shall be entitled to one vote for each acre of said Owner's Lot or Lots.

ARTICLE 2

Exterior Maintenance

2.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE 3

Use Restrictions

3.01. No single-wide mobile or pre-manufactured single-wide homes will be placed on the Property at any time. New double-wide manufactured homes containing at least 1,000 square feet of living area or more may be placed on the Property but must be skirted with manufacturers skirting (no galvanized tin) within six (6) months of placement. Travel trailers may be placed on the Property but not as a permanent residence.

3.02. Not more than two (2) residences may be placed on any one Lot unless the Lot is larger than thirty (30) acres. If a Lot of larger than thirty (30) is sold, the Owner may place one (1) residence per ten (10) acres.

3.03. No Lot shall be re-subdivided into smaller Lots than 13.33 acres by conveyance, partition, by re-subdivision platting or otherwise. Any attempt to do any of the aforementioned shall be void and of no force or effect unless approved in accordance with provisions elsewhere in these restrictions for modifications to these restrictions.

3.04. No building or structure or home may be placed nearer than seventy-five (75) feet from Gravel-pit Road nor nearer than one hundred (150) feet from any side Lot line, except, if necessary, the Owner of any Lot may place a water well and pumphouse nearer to any Lot line, but must follow

county or state guidelines for drilling and placement of any water wells drilled and Lot setbacks for such.

3.05. No part of any Lot shall be used as a junkyard or as an area for accumulation of trash, junk or stripped down, wrecked, junked, or inoperable vehicles and no inoperable vehicles or body or frame parts of same shall be parked, stored or maintained on any Lot.

3.06. All Lots are subject to easements, reservations and restrictions of record.

3.07. No confined commercial livestock feeding (feedlot) operations or commercial poultry hatchery or commercial raising of poultry will be allowed on any Lot, and no commercial dog kennels are permitted. Not more than six (6) hogs are allowed to be placed on any one (1) Lot at any time. No firing ranges are allowed nor any other nuisances. No other commercial operation that involves the use of hazardous materials or chemicals shall be permitted on any Lot.

3.08. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Declarant, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

3.09. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the appropriate authority. Approval of the system as installed shall be obtained from that authority.

3.10. Declarant, its successors and assigns, may change the Lot sizes to be sold, at its option, but not to a size less than ten (10) acres.

3.11. The foregoing restrictions and limitations are made and adopted to run with the Property and shall be binding upon all persons owning title to Lots of the Property until September 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by not less than seventy-five percent (75%) of the total Votes by the Owners has been recorded agreeing to change said restrictions in whole or in part.

3.12. These restrictions may be amended prior to September 1, 2010, by any instrument signed by not less than seventy-five percent (75%) of the total Votes by the Owners. Any amendment must be recorded in the Official Public Records of

Guadalupe County, Texas. However, as long as Declarant owns seventy-five percent (75%) or more of the total Votes by the Owners, any changes or amendments made to these restrictions must be agreed to by Frank and Judy Noland and Declarant.

3.13. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

3.14. Any Owner or any Lot of the Property shall have the right to enforce, by proceeding at law or in equity, all restrictions and covenants herein contained. Failure by any Owner to enforce any restriction herein contained shall in no event be deemed as a waiver of right to do so thereafter. Declarant, for itself, and its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided Lots of the Property. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same.

3.15. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

3.16. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed as of the date first written above.

R. L. DUGGER, INC.

BY: Richard L. Dugger
RICHARD L. DUGGER,
President

AGREED TO AND ACCEPTED this
27th day of February, 2001
by the holder of the first lien
against the Property.

Frances K. Hummel
FRANCES K. HUMMEL

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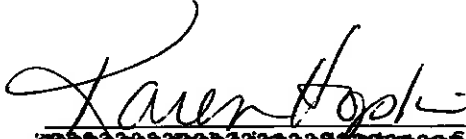
THE STATE OF TEXAS

COUNTY OF Guadalupe

This instrument was acknowledged before me on February 28, 2001, by RICHARD L. DUGGER, President of R. L. DUGGER, INC., a Texas corporation, on behalf of said corporation.

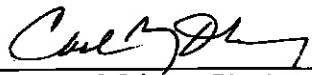
THE STATE OF TEXAS

COUNTY OF BEXAR


 Texas

This instrument was acknowledged before me on February 27, 2001, by FRANCES K. HUMMEL.




Notary Public, State of Texas

After recording, return to:

Richard L. Dugger
R. L. Dugger, Inc.
126 Hiler
San Antonio, Texas 78209

REA/DUGGER.DECLARATIONS