

RESTRICTIVE COVENANTS

THE STATE OF TEXAS)
)
 COUNTY OF BURNET)

KNOW ALL MEN BY THESE PRESENT

THAT W. HARVEY SMITH and CHARLES C. PIERCE (Grantors) the owners of Oxbow Development, a subdivision in Burnet County, Texas, according to the map or plat thereof recorded in Volume 662, Page 58 C-580, Plat Records, Burnet County, Texas, to which map or plat and its record reference is here made for further description, being a subdivision of 215 acres more or less out of the Arthur Luckey Survey No. 23, in Burnet County, Texas in consideration of the mutual benefits which will accrue to the owners of the lots in said subdivision, hereby adopt the following restrictions for the development of said subdivision, which restrictions shall be binding upon Grantors, its or their successors or assigns, and all person claiming under them or their heirs or assigns, unless amended as herein provided for and filed or record in the Deed of Records of Burnet County, Texas.

1. All lots shall be used for residential and home business purposes only.
2. No tract shall ever be divided or sub-divided *into more than three lots* or tracts and any tract resulting therefrom shall contain *not less than* five acres and shall front on a dedicated street or road.
3. No lot shall be used, sold or conveyed as a public or private *road* or street other than to provide ingress and egress to and from tracts in this subdivision.
4. Only one single family dwelling and any accompanying out-buildings shall be erected or placed on any one lot. The same owner of two adjacent lots may combine them for building purposes.
5. Any residence constructed on a lot shall be of all new material and shall have a living area of not less than 1200 square feet exclusive of garages, carports and porches, and a minimum of 25 percent of the outside construction shall be of brick, stone or masonry. Such single family dwelling shall not exceed two (2) stories in height.
6. No prefabricated, modular or mobile homes will be permitted on any lot.
7. Any detached building, garage, carport, shed, barn or structure or addition to the residence must of all new material and be constructed in a workman like manner. Any variation from this restriction must have prior written approval of the Grantors.
8. Except for fences no buildings or structures of any nature shall be located closer than twenty-five feet to any property line. Variations from these requirements may be granted in individual cases where tract size or topography make these requirements impractical but any such variation must have the prior written approval of the Grantors.

9. Any dwelling commenced on the subject property shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored on the subject property until the owner is ready to commence construction.

10. No trailer house, mobile home, camper, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence or dwelling, either temporarily or permanently.

11. The residence and other buildings must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.

12. All residences shall be constructed with a driveway of either concrete, asphalt or base material at least ten feet in width running from the street to the improvements.

13. No tract shall ever be used for outside unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and behind tract improvements so they are not readily visible from front of the tract. No dirt, soil, or gravel shall be removed from the property and transported elsewhere.

14. If a home business is conducted by the owner on any lot in the subdivision, such business shall be conducted in a manner so as to not create any excessive noise or pollution that would become a nuisance to any other property in the subdivision. If the home business involves equipment, such equipment shall be housed or screened in a manner that it is not visible from the road or adjacent properties.

15. For sale signs, signs by the contractor or builder erecting improvements on the property, and one (1) sign designating a home business will be permitted, provided that no sign of any type shall be larger in size than 2' X 2'.

16. Cars or other vehicles may not be stored on any tract in the area nor shall any car or vehicle that is not in running condition and regularly used be allowed on any tract for more than one week. No repairing of motor vehicles shall be permitted on any tract.

17. All buildings shall be equipped with approved sanitary plumbing fixtures and plumbing installation meeting the requirements of the National Plumbing Code and shall have sewage disposal and water supply facilities meeting the requirements standards of the State of Texas and Burnet County.

18. Livestock with the exception of hogs and specifically including, but not limited to, horses and cattle, and also poultry may be raised, bred and kept on any tract, provided they are not kept, bred or maintained for any commercial purpose. Dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. An FFA, 4-H club calf or lamb or similar project may be kept on the premises so long as same is not offensive to neighbors and is kept in a pen consistent with other improvements on the property specified herein. The number of animals permitted shall be limited to not more than one head per one and one-half acres.

19. All fences constructed must be of new materials and be built in a professional manner. Fences constructed of wire must contain a minimum of five strands.

20. An easement ten feet in width adjacent to the property line and around the entire perimeter of the subject property is expressly reserved for the purposes of constructing and maintaining conduits, telephones, electric light poles, towers and other equipment to supply any public or private utility services.

21. No building shall be constructed on the property until provisions have been made for drainage of surface water to off site without drainage across adjacent property. Drainage shall be into the street or road area or into natural drainage areas.

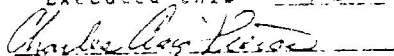
22. The owners of the legal title of not less than 51% of the original lots in the subdivision may amend or extend these restrictions and the matters set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Burnet County, Texas.

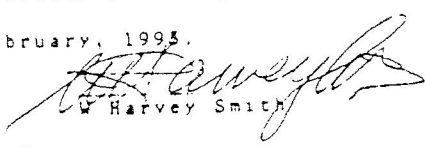
23. Without regard to whether or not such are recited in conveyances or referred to in conveyances, these covenants, conditions and restrictions shall be deemed covenants running with the land and shall be binding upon Grantors, its or their successors or assigns, and all persons claiming under it or its successors or assigns, unless amended as herein provided for and filed of record in the Deed records of Burnet County, Texas.

24. In the event any of the restrictions set forth in these covenants are violated, it shall be lawful for any other person or persons owning a lot in Oxbow Development to prosecute any proceedings at law, or in equity, against persons violating or attempting to violate any such covenants, to either prevent him from doing so, or to recover damages for such violation.

25. These restrictions are covenants running with the land and shall be binding on all parties claiming under them until January 1, 2005 at which time said restrictions shall automatically extend for successive periods of ten (10) years, unless amended as provided in Paragraph 22 hereof.

Executed this 13 day of February, 1993.


Charles Craig Pierce


W. Harvey Smith

State of Texas

County of Burnet

This instrument was acknowledged before me on February 13, 1995
by W. Harven Smith and Charles C. Pierce.



NANCY K. COLLINS
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 9-25-96

Nancy K. Collins
Nancy K. Collins, Notary Public

Commission expires 9/25/96

Vol 635 p. 381

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FILED

COMPUTER

1995 FEB 13 AM 10:00

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

pd. \$15.00
Oxbow Partnership
3907 FM 2147 West
Marble Falls, Tx. 78654



Janet Parker
JANET PARKER, COUNTY CLERK
BURNET COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURNET
I hereby certify that this instrument was FILED on the date and at the time
claimed by me and is RECORDED in Volume 1035
Page 20 of the Public Records
of Burnet County, Texas.



COUNTY CLERK
BURNET COUNTY, TEXAS

Janet Parker
2/15/95
I hereby certify that this instrument was FILED in the proper
place and at the proper time and is RECORDED in the
Public Records of Burnet County, Texas.

Oxbow Estates Property Owners Association Collection Policy

The Oxbow Estates Board of Directors has approved the following dues and assessments collection policy.

General:

All payments shall be made to Oxbow Estates POA, PO Box 556, Marble Falls, Texas 78654. An electronic payment method is preferred and is available by contacting the POA Treasurer. Payment by mailed check also is acceptable.

Annual Dues:

Lot Owners shall have the option to pay annual dues of \$600 in one or two payments. The first payment is due October 1st prior to the start of the POA's operating calendar year which is the immediately following January 1st. Owners can pay the complete year or half at that time. Should the lot owner choose to pay half with this first payment, a subsequent payment must be made no later than March 31st. Payment not received on October 1st shall be considered delinquent after 90 days and subject to accepted, standard business collection practices.

A missed October payment will be considered as half the annual dues for purposes of collection policy. After 90 days, this missed payment will accrue a late charge of \$30. If dues and late charge are not paid after an additional 20 days, the total amount due including the late charge shall be subject to an interest charge of 18% APR retroactive to January 1st. Should the past due amount including the late charge and interest along with the remaining half of the annual amount not be paid by March 31st, an additional \$30 late charge will be applied, and interest will continue to accrue on the balance due until payments are made in full.

An owner unable to pay in a timely manner can meet with the Board of Directors to demonstrate inability to pay to the stated schedule above. Such owner may be granted a method of assistance or other temporary arrangement until such time as all dues are back in good standing. Unless other arrangements are made, the account may be turned over to a collection agency.

Road Repair Assessment:

The primary method for paying the road repair costs is a loan secured from 1st United Bank of Marble Falls, Texas. In accordance with the loan Promissory Note of \$60,000, payments with interest are due the bank on the 1st of each month starting 30 days after the first draw. A special fee of \$71.85 assessed by lot shall be collected monthly to repay this road repair loan. The assessment shall be payable the 1st day of the month starting September 1, 2019. Assessments not paid within 20 days shall be considered delinquent and subject to accepted, standard business collection practices.

After 20 days, a missed payment will accrue a late charge of \$3. If the fee and late charge are not paid with the next subsequent payment(s), the total amount due including the late charges shall be subject to an interest charge of 18% APR retroactive to the 21st of the month in which the payment was due. Interest will continue to accrue until payments are made in full and the account is brought back to good standing.

A lot owner also has an option to pay their lot share of the road construction cost as a lump payment due immediately, or no later than October 15, 2019. No loan interest will need to be paid on lump payments. The lump payment will be based on the \$60,000 loan amount (\$3,000).

At the conclusion of work, and annually thereafter as appropriate, if total draws are less than \$60,000, and there are prepaids reducing principal borrowed, then refunds or reduced payments would be calculated and passed back to the owners.

An owner unable to pay in a timely manner can meet with the Board of Directors to demonstrate inability to pay to the stated schedule above. Such owner may be granted a method of assistance or other temporary arrangement until such time all dues are back in good standing. Should past due amounts not be paid by 180 days and other arrangements not made, the account may be turned over to a collection agency.