

LAKE VIEW SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

STATE OF TEXAS * KNOW ALL MEN BY THESE
COUNTY OF MEDINA * PRESENTS:

THAT WHEREAS, MEDINA VISTA DEVELOPMENT COMPANY, a Texas Corporation, hereinafter called the Declarant, is the owner of all that certain real property located in Medina County, Texas described as follows:

A tract of land containing 254.5 acres, more or less, being approximately 162.5 acres out of the A. Haby Survey No. 68, Abstract No. 1817, and 92 acres out of the A. Haby Survey No. 398, Abstract No. 1824, in Medina County, Texas; said 254.5 acres of land, more or less, being described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the Declarant will convey the above described property, subject to certain protective covenants, conditions, and restrictions, as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

I.

DEFINITIONS

(1) "Lot" shall mean any platted lot as shown in the plat of LAKE VIEW SUBDIVISION, to be recorded in the Map and Plat Records of Medina County, Texas, or any platted lot as shown in the plat of any subdivision hereinafter created from any platted lot within LAKE VIEW SUBDIVISION.

(2) "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot in said Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

(3) "Declarant" shall mean and refer to MEDINA VISTA DEVELOPMENT COMPANY, a Texas Corporation, its successors and assigns.

USE RESTRICTIONS

1. All Lots shall be used for residential purposes only, and no dwelling shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling. A single family dwelling shall contain a minimum of 840 square feet of floor space, exclusive of open porches, breezeways, carports and garages. A prefabricated structure or mobile home may be considered a single family dwelling and may be situated on any Lot. All mobile homes must be completely enclosed from ground level to the lower portion of the outside walls so as to maintain a neat appearance and all posts, pliers or wheels must be covered so as to prevent any view from the outside or exterior of the same within 60 days after the mobile home is placed upon the property. No more than one mobile home may be placed on any Lot or connected to the utilities on any Lot.

2. No Lot may be resubdivided nor may the Lot lines be changed without permission in writing from the Declarant.

3. No building shall be located nearer than 50 feet to a front Lot line or nearer than 50 feet to any side street Lot line. No building shall be located nearer than 25 feet to a Lot line. No accessory building shall be located nearer than 50 feet from the front property line and no residence structure shall be located nearer than 25 feet to the rear Lot line.

Access to public streets or thoroughfares from all residential Lots in the Subdivision will be by way of or onto the roads or streets constructed within the Subdivision.

4. No unlawful, noxious or offensive activity shall be conducted upon a Lot.

5. No trash, ashes or other vegetation or other refuse may be thrown or dumped on any of the Lots in said Subdivision. Trash, garbage and any other waste shall be kept in covered containers.

6. No animal may be raised kept or bred for commercial purposes on any Lot. All domestic animals shall be contained within the boundaries of the property of the owner; any such animal declared a nuisance by ten (10) or more of the property owners shall be removed and disposed of in a humane and expeditious manner. No livestock or fowl shall be raised, kept or bred on any Lot except that there may be one (1) animal unit for each acre in excess of two (2) acres, with a fraction of an acre to be considered as a full acre. (E.g., on 2.0 acres no animal unit allowed; on 2.5 acres one (1) animal unit allowed; on 3.2 acres two (2) animal units allowed). For the purpose hereof, one (1) animal unit shall mean either one (1) horse, one (1) cow (with calf), or three (3) sheep or goats, but no swine.

7. No outside toilet shall be installed, maintained or kept on the premises at any time, and all plumbing shall be connected to an approved septic system.

8. No auto repair work which requires more than one (1) day to complete will be allowed in a driveway or yard of any Lot where the driveway or yard is either at the front of the residence or at the side of the residence on corner Lots.

9. No signs except name plates of occupants shall be displayed to the public view on any Lot, except one (1) professional building sign of not more than 2 square feet or one (1) sign of not more than five (5) square feet advertising the property for sale or rent when such is the case.

10. Oil, gas or other mineral exploration or operation shall not be permitted on said property. Oil, gas or other mineral receptacles or tunnels, pipelines or mining equipment shall not be permitted on said property nor shall quarrying or mining operations of any kind be permitted.

11. There is hereby reserved an easement or right-of-way over a strip along the front, side and rear boundary of the Lot or Lots, 15 feet in width, for the purpose of installation or maintenance of utilities by private or public authority or public utility company.

III.

WATER REGULATION

The above described property lies over the Edwards Aquifer Recharge Zone and is subject to certain requirements of the Texas Department of Water Resources under Rule 52.20.05, and other requirements of the State of Texas as may exist at law from time to time.

IV.

SEVERABILITY

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

V.

DURATION AND AMENDMENT

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any Lot subject to these Declarations, their heirs and successors and assigns, and shall additionally inure to the benefit of and be enforceable by

the County of Medina, Texas, which has approved these Declarations, for a term of twenty (20) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years. Except as hereinabove expressly provided, the provisions hereof may be amended during the first twenty (20) year period only by an instrument signed by not less than seventy-five percent (75%) of the Lot owners and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot owners. Any amendment must be properly recorded. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration any time prior to the time it has conveyed fifty percent (50%) of the Lots in said Subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has herein, has hereunto caused this instrument to be executed this 14th day of March, 1983.

MEDINA VISTA DEVELOPMENT COMPANY

By: W. E. Lehr
President/Vice President
William E. Lehr

STATE OF TEXAS

COUNTY OF DeWitt

This instrument was acknowledged before me on the 14th day of March, 1983, by William E. Lehr of MEDINA VISTA DEVELOPMENT COMPANY, a Texas corporation, on behalf of said corporation.

Gregory Post
Notary Public, State of Texas

My commission expires: Jan. 21, 1984



FILED FOR RECORD THE 14th DAY OF MARCH, A.D. 1983 AT 1:40 O'CLOCK P. M.
RECORDED THIS THE 15th DAY OF MARCH, A.D. 1983 AT 2:00 O'CLOCK P.M.

ANNA VAN DE WALLE
CLERK COUNTY COURT, MEDINA COUNTY, TEXAS
BY: Monia Fran Jackson DEPUTY