

187

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RESTRICTIONS FOR RIVER OAKS LODGE SUBDIVISION
KERR COUNTY, TEXAS

WHEREAS, Camp La Junta, Inc., a Texas Corporation, (herein "Developer"), is the owner and holder of legal title (subject to existing contracts for deed) to all of a certain 14.6 acres, being approximately 13.0 acres out of Original Survey No. 678, Leroy Fessenden, Abstract No. 147, and 1.6 acres out of Original Survey No. 1353, J. Gregg, Abstract No. 745, being identical property described in Warranty Deed dated July 1, 1981, from John Peter Dixon and wife, Connie Sue Dixon, to Camp La Junta, Inc., recorded in the Deed Records of Kerr County, Texas, and all of said land being collectively known as River Oaks Lodge, a subdivision recorded in Vol. 4, at Page 283 of the Plat Records of Kerr County, Texas, to all of which instruments and the record thereof reference is here made for all purposes.

AND, WHEREAS, Developer desires to improve, and use the Property in an orderly manner and to enhance the permanent value thereof for the mutual benefit of all present and subsequent owners:

NOW, THEREFORE, Developer hereby adopts and imposes the following restrictions, reservations and covenants, hereinafter called restrictions, upon the Property and upon each and every tract of land shown upon the above referred to plat of River Oaks Lodge, such restrictions to be covenants running with land, to-wit:

- A. Park Area. The River Park area may not be divided or its boundaries altered.
- B. Park Ownership. Each Lot owner shall own at least an undivided 1/30th interest in and to the River Park and each ownership share in the River

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Park cannot be separated from its associated River Oaks Lodge tract or lot.

- C. No Resubdivision. Each tract or lot of River Oaks Lodge must be maintained in its original size and shape. No tract may be divided or subdivided into smaller portions.
- D. No Mobile Homes. No mobile homes or similar structures will be permitted on any lot or tract.
- E. Single Family Residential Use. No multiple family dwellings will be allowed on any tract. Each tract shall be restricted to residential non-commercial use by a single family.
- F. No Hunting, Shooting, or Fireworks. Hunting and the discharge of any firearms or the exploding of fireworks or other explosive is specifically prohibited on any tract, including the River Park.
- G. Responsibility of Occupants. If the owner of a tract should loan, lease, rent, or sell his tract and its buildings to another person or family, all rights, restrictions, privileges and responsibilities of the owner apply equally to the occupant.
- H. First Refusal Rights of Other Owners. Any owner who decides to sell his tract must first offer his tract to any or all of the other tract owners who shall have the first right to purchase such tract for sixty (60) days subsequent to the day said property is announced for sale. Notice hereunder may be oral or written. Written notice shall be mailed to the last current address furnished by each lot owner to the Administrative Director for the subdivision, or the last known residence address of each lot owner.
- I. Amendment of Restrictions. Any of these restrictions or conditions may

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be changed or new ones added upon the majority vote of any 20 of the 30 lot owners. A person owning more than one lot will control all the votes for each separate lot he owns.

- J. Expense Sharing. Any expense required to be shared by several owners such as road or utility work will be assigned and regulated by a majority vote of 20 of the 30 lot owners. A person owning more than one lot will share a proportionate expense for each separate lot he owns.
- K. No Commercial Use. No lot can be used for a business or commercial enterprise with the exception that any cottage may be rented or leased as a living accommodation.
- L. No Large Pets or Livestock. No livestock or large pets can be kept on any lot unless specifically approved by the owners organization. This is intended to exclude all animals except the family dog or cat.
- M. Construction Restrictions. No building, fence, or other structure may be built in any area designated as a utility and/or passage easement area. Any building must be constructed with exterior walls consisting of at least 25% native stone.
- Total building ground floor area may not exceed 6000 square feet and not less than 1000 square feet, including covered porches, garages, storage areas and heated areas.
- Any building project must be completed within reasonable construction time.
- No project may continue more than 1 year from start to finish.
- N. Maintenance Standards. Each lot must be maintained in an attractive condition with well-kept building and grounds.
- O. Annual Meeting of Owners. There must be at least one meeting of property

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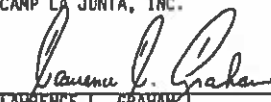
owners each year. The meeting will be held the Second Saturday of October each year on the grounds of River Oaks Lodge Subdivision. The Administrative Director will prepare an agenda for the annual meeting and send written notices of the meeting 30 days before the meeting to each lot owner. Any lot owner may send any person to represent and vote his interests as long as that person has a letter of authorization from the lot owner on record. Any owner that does not attend and does not designate a representative to speak for him at the annual meeting will have his vote cast by the Administrative Director conducting the meeting and will be bound by any decisions made based on that vote.

- P. Administrative Director. One of the 30 Lot Owners will be elected Administrative Director for the subdivision at each annual meeting. He or she will serve as Administrator of the subdivision for the year following that election. Lawrence Graham, as representative of La Junta, Inc., will serve as the initial Administrator until the first elected Administrator can be selected.
- Q. Easements. All lots are subject to the easements reflected on the Plat as affecting such lot, and each lot owner shall have the right to use such easements in common with all other lot owners in perpetuity for ingress and egress to and from the Park and from any respective lot.
- R. Taxes. Developer, or when elected, the Administrative Director, shall advise the appropriate taxing authorities of the current mailing address for each lot owner for the purpose of receiving notice of assessment of taxes and tax statement for ad valorem property taxes on each lot and each lot's undivided interest in the taxes for the particular lot owned and the associated ownership interest of such lot in the Park.

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- S. Water System. Developer grants, sells and conveys to each Lot owner, his heirs and assigns, an undivided 1/30th interest in the subdivision water system composed of a well, pumps, storage tank, and necessary fittings and pipe lines used to distribute water to the Lot owners.
- T. Duration. These restrictions, covenants, and reservations, shall be perpetual except as otherwise provided herein.
- U. Successors and Assigns. These restrictions shall be binding upon and for the benefit of all heirs, successors, and assigns of Developer and all tract owners.

CAMP LA JUNTA, INC.


LAWRENCE L. GRAHAM
Executive Vice President

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on this 9 day of January, 1989, by LAWRENCE L. GRAHAM, Executive Vice President of CAMP LA JUNTA, INC., a Texas Corporation, on behalf of said corporation.


Notary Public, State of Texas

Notary's Name Printed:

KATHY LAURIE

My commission expires: 12/19/89

Return to:

Lawrence L. Graham
P. O. Box 136
Hunt, TX 78024

Filed by:
Donald Green

-5-

FILED FOR RECORD

at 11:48 o'clock

JAN 10 1989

PATRICIA DYE

Notary Public, State of Texas



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Any provision herein which restricts the public, rental or use of the described real property because of color or race is hereby rejected and unenforceable under Federal Law, THE STATE OF TEXAS, COUNTY OF KERR.

I hereby certify that this instrument was FILED in the Public Records on the date and at the time indicated herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JAN 27 1989



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED IN *Real Property*
FILE DATE: *January 10, 1989*
FILE TIME: *11:48* CLOCK *A* M
VOL. *496* PAGE *203*
RECORDING DATE

JAN 27 1989



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY *Paula C. Leggett*
Deputy

FIRST AMENDMENT TO RESTRICTIONS FOR
RIVER OAKS LODGE SUBDIVISION

WHEREAS, by instrument dated January 9, 1989, entitled "Restrictions for River Oaks Lodge Subdivision, Kerr County, Texas" recorded in Volume 496, Page 203 of the Real Property Records of Kerr County, Texas ("Restrictions"), CAMP LaJUNTA, INC. (herein called "Developer"), the owner of River Oaks Lodge, a subdivision according to map or plat recorded in Volume 4, Page 283 of the Plat Records of Kerr County, Texas (the "Subdivision"), imposed upon the Subdivision the restrictions, reservations and covenants set forth in the Restrictions; and

WHEREAS, the Restrictions provide that any of the Restrictions may be changed or new ones added upon the majority vote of any twenty (20) of the thirty (30) lot owners within the Subdivision; and

WHEREAS, Developer is the present owner of twenty (20) of the lots in the Subdivision, those lots owned by Developer being the following lots:

Lots A, B, 1, 3, 4, 6, 7, 9, 11, 12, 13, 14, 15, 17, 21, 22, 23, 24, 25 and 26 of the Subdivision; and

WHEREAS, Developer desires to change the Restrictions as hereinafter provided;

NOW THEREFORE, Developer hereby declares that the Restrictions are amended as hereinafter set forth:

1. Use of Property. Paragraph E (Single Family Residential Use) of the Restrictions is hereby deleted in its entirety and the following is substituted in lieu thereof for all purposes:

"E. Use of Property. Each lot shall be restricted to either (1) residential use (2) a "bed and breakfast" or similar operation. Residential use includes the renting or leasing of any cottage or residence structure on a daily, weekly, monthly or other basis. No multiple family dwellings will be allowed on any lot; provided that a "bed and breakfast" or similar operation shall not be construed to be a multiple family dwelling."

2. First Refusal. Paragraph H (First Refusal Rights of Other Owners) of the Restrictions is hereby deleted in its entirety.
3. Commercial Use. Paragraph K (No Commercial Use) of the Restrictions is amended to read as follows:

"K. No Commercial Use. No lot can be used for a business or commercial enterprise with the exceptions that (1) any cottage or residence structure may be rented or leased, whether on a daily, weekly, monthly or other basis, (2) any lot may be used for a "bed and breakfast" or similar operation."

Except as herein expressly amended, the Restrictions are and shall remain in full force and effect in accordance with their terms.

Executed and delivered this the 1st day of April, 1992.

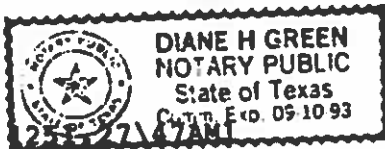
CAMP LAJUNTA, INC.

By: [Signature]
LAWRENCE L. GRAHAM, President

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this the 1st day of April, 1992, by LAWRENCE L. GRAHAM, President of CAMP LAJUNTA, INC., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

Filed By: -
KERR COUNTY ABSTRACT CO., INC.

Return to:
Camp La Junta
P.O. Box 136
Hunt, Texas
78024

FILED FOR RECORD

at 3:41 o'clock PM

APR 3 1992

PATRICIA DYE

Clerk County Court, Kerr County, Texas
[Signature] Deputy

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RECORDED IN Real Property
FILE DATE Apr. 3, 1992
FILE TIME: 3:41 O'CLOCK P M
VOL 632 PAGE 393
RECORDING DATE

APR 3 1992



PATRICIA DYE
COUNTY CLERK, KERR COUNTY
BY Patricia Dye
Deputy

... provisions herein which restricts the sale, rental or use of the described real
estate, because of color or race is invalid and unenforceable under Federal Law
THE STATE OF TEXAS)
COUNTY OF KERR)
I hereby certify that this instrument was FILED in File Number Sequence on the
date and at the time stamped herein by me and was duly RECORDED in the
Official Public records of Real Property of Kerr County Texas on

APR 3 1992



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
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SECOND AMENDMENT AND RESTATEMENT OF
RESTRICTIONS FOR RIVER OAKS LODGE SUBDIVISION

WHEREAS, by instrument dated January 9, 1989, entitled "Restrictions for River Oaks Lodge Subdivision", and filed for record in Volume 496 at Page 203 of the Real Property Records of Kerr County, Texas, and by instrument dated April 1, 1992, entitled "First Amendment To Restrictions For River Oaks Lodge Subdivision", and filed for record in Volume 632 at Page 393 of the Real Property Records of Kerr County, Texas the Developer of said subdivision imposed certain deed restrictions, herein after collectively described as "the Restrictions," upon River Oaks Lodge Subdivision, a subdivision in Kerr County, Texas as described on a Plat filed for record in Volume 4 at Page 283 of the Plat records of Kerr County, Texas; and

WHEREAS, the Restrictions provide that any of the Restrictions may be changed or new ones added upon the majority vote of any twenty (20) of the thirty (30) lot owners within the subdivision; and

WHEREAS, the undersigned lot owners constitute at least twenty (20) of the twenty eight (28) said property owners, there only being twenty eight (28) property owners rather than the thirty (30) as stated in the restrictions; and

WHEREAS, the said undersigned lot owners desire to clarify, amend and completely restate the Restrictions, and by this instrument intend to supercede and replace all previous deed restrictions imposed on the said subdivision as described above with the Restrictions as herein provided;

NOW THEREFORE, the undersigned hereby change, amend, clarify, restate and impose these Restrictions to run with the land as follows:

A. Number of lots. The plat of the subdivision provides for 28 lots numbered 1 through 26 and lettered A & B. The lettered lots are larger in size than the numbered lots, and therefore for all purposes herein the owners of the lettered lots shall be considered to own two (2) lots each. Thus when reference is made to thirty (30) lots and/or lot owners that figure shall be interpreted to include the said lettered lots as if they were two (2) lots each. The owners of the lettered lots shall have two (2) votes per lot on any issue that hereafter calls for a vote of the lot owners, and likewise the owners of a lettered lot shall pay twice the amount of any shared expenses as the owner of a numbered lot.

B. Park Area. The River Park area may not be divided or its boundaries altered.

19-5-1

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C. Park Ownership. Each Lot owner shall own at least an undivided 1/30th interest in and to the River Park and each ownership share in the River Park cannot be separated from its associated River Oaks Lodge tract or lot.

D. No Resubdivision. Each tract or lot of River Oaks Lodge must be maintained in its original size and shape. No tract may be divided or subdivided into smaller portions.

E. No Mobile Homes. No mobile home or other type of manufactured and/or portable structure shall be placed on any portion of any lot as a temporary or permanent building of any type or kind.

F. Use of Property. All lots shall be restricted to only residential use provided, however, lots A and B may be used as a "bed and breakfast" or similar operation. Residential use includes the renting or leasing of any cottage or residential structure on a monthly or longer basis. No multiple family dwellings will be allowed on any lot; provided that (a) "bed and breakfast" or similar operation shall not be construed to be a multiple family dwelling.

G. No Hunting or Shooting. Hunting and the discharge of any firearms or other explosive, except fireworks, is specifically prohibited on any tract, including the River Park.

H. Responsibility of Occupants. If the owner of a tract should loan, lease, rent, or sell his tract and its buildings to another person or family, all rights, restrictions, privileges and responsibilities of the owner apply equally to the occupant.

I. Amendment of Restrictions. Any of the restrictions or conditions may be changed or new ones added upon the vote of any 20 of the 30 authorized votes. Each numbered lot shall have one vote and each lettered lot shall have two votes. Votes shall be cast by the owner of each lot.

J. Expense Sharing. Any expense common to the subdivision shall be shared as follows: 1/30 by each numbered lot and 2/30 by each lettered lot.

K. No Commercial Use. No lot can be used for a business or commercial enterprise with the exceptions that (1) any cottage or residence structure may be rented or leased on a monthly or longer basis, (2) lots A and B may be used for a "bed and breakfast" or similar operation.

L. No Large Pets or Livestock. No livestock or large pets can be kept on any lot unless specifically approved by the owner's organization. This is intended to exclude all animals except the family dog or cat.

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*PDF
7/2/02
S.F.B.
J.S.
G.W.
B.H.
M.R.*

*AK
R.L.
AW
DE
NR*

M. Construction Restrictions. No building, fence, or other structure may be built in any area designated as a utility or roadway easement on the Plat of the subdivision as heretofore filed of record. No building may be constructed in the greenbelt area as designated on said Plat. Any building must be constructed with exterior walls consisting of at least 25% native stone. The total ground floor area of all buildings may not exceed 6000 square feet, and must contain ¹²⁰⁰ at least ~~1000~~ square feet ^{excluding} ~~including~~ covered porches, garages, storage areas and other ^{unheated} ~~heated~~ areas. Any construction project must be completed within a "reasonable time." In all instances "reasonable time" shall not exceed one (1) year. The term construction shall include in its meaning both new construction and the remodeling of existing structures.

N. Maintenance Standards. Each lot must be maintained in an attractive condition with well-kept building and grounds. No abandoned automobiles, boats, trailers, or other abandoned vehicles shall be left on any lot, nor shall any portion of any lot be maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash and waste must be hauled off. Abandoned shall be defined as a vehicle, trailer, boat, piece of equipment, or any similar thing that is not in complete operating condition and/or has not moved for a period of sixty (60) days.

O. Annual Meeting of Owners. There must be at least one meeting of property owners each year. The meeting will be held the Second Saturday of October each year on the grounds of River Oaks Lodge Subdivision or other place in Kerr County, Texas, designated in the notice of the meeting. The Administrative Director will prepare an agenda for the annual meeting and send written notices of the meeting at least 14 but not more than 30 days before the meeting to each lot owner. Any lot owner may send any person to represent and vote his interest as long as that person has a letter of authorization from the lot owner on record.

The Lot Owners may elect to form a Texas Non-Profit corporation to conduct the joint affairs of the Lot Owners. In that event the conduct of the Lot Owners affairs under the terms of these restrictions shall continue as set out herein except any changes that may be necessary to function as a corporation as opposed to the existing unincorporated association. Such election shall be accomplished by the formation of such corporation, and the transfer by deed from the individual Lot Owners to the corporation the ownership of all common property identified as such herein.

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P. Administrative Director. One of the 30 Lot Owners will be elected Administrative Director for the subdivision at each annual meeting. He or she will serve as Administrator of the subdivision for the year.

Q. Easements. All lots are subject to the easements reflected on the Plat as affecting such lot, and each lot owner shall have the right to use such easements in common with all other lot owners in perpetuity for ingress and egress to and from the Park and to and from any lot.

The greenbelt area shall not be visually obstructed. Fences may be constructed, however, they must not be of solid material that prevents sight into the greenbelt. Landscaping shall not be so dense as to obstruct the view into the greenbelt area. The greenbelt is not an easement for passage from one lot to another.

There is an implied easement for all existing water and irrigation system pipes and utility lines, and such implied easement shall extend to the placing of either of such pipes or lines to additional areas so long as such extension is approved by a majority vote of the lot owners at a duly called owners meeting.

There shall be an easement over Lot A for the purpose of replacing, maintaining, and using the existing foot bridge over Highway 39 to connect all of the lots to the River Park.

R. No Vehicle Repairs. Except for emergency repairs, no portion of any lot may be used to repair any automobile, truck, boat, trailer, mobile equipment, or other type of vehicle. No emergency can exist for longer than fourteen (14) days.

S. Water and Irrigation Systems and other improvements. The Developer by its signature hereto grants, sells, and conveys to each lot owner, his heirs and assigns, an undivided 1/30th interest in and to the subdivision water system and irrigation system including a well, all pumps, storage tanks, pipelines, and any and all fittings necessary for the distribution for water for drinking or irrigation. Further, each lot owner shall own an undivided 1/30th in and to all road improvements, the bridge over Highway 39, all exterior fences, and any and all improvements in the River Park.

T. Duration. These restrictions shall remain in full force and effect for a period of twenty-five years from the date of the filing of this document, and shall automatically be

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renewed for successive twenty-five (25) year periods in the future unless a document signed by no less than twenty (20) of the lot owners expressing a desire that they not be renewed is filed of record prior to any such automatic renewal period.

U. Successors and assigns. These restrictions shall be binding upon and for the benefit of all heirs, successors, and assigns of Developer and all tract owners.

Signed and effective as of the 26th day of January, 2002.

CAMP LA JUNTA, INC

DOS ARROYOS DEVELOPMENT, LLC

By Lawrence L. Graham
LAWRENCE L. GRAHAM
PRESIDENT - Owner of lots
2, 21, 22, 23, 24, 25, 26, and record owner
subject to contract of lots 3, 4, 6, 12, 14, 15,
& 17

By Vernon Harrison
VERNON HARRISON
MANAGING MEMBER - Owner by
contract of lots 3, 4, 6, 12, 14, 15, & 17

Carl Rove, Owner of lots A & B

Spura Scherer
Owner of lot 5

Darby Rove, Co-owner of lots A & B

Ann. Ann
Owner of lot 7

Patricia Fitzgerald
Owner of lot 16 + 18

John W. Harris
Owner of lot 9

Marie H. Tucker
Owner of lot 19

Gregory R. Miller
John W. Harris Owner of lot 1

Ramona J. Heland (lot 8)
Owner of lot 8

Lawrence L. Graham
Owner of lot 5

Karl F. Brown
Owner of lot 10

Robert + Joanne Holliday
Owner of lots 11 + 13

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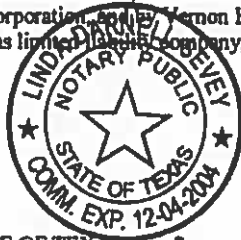
Thomas C. Moss
Owner of lot 20
THOMAS C. MOSS

Gail Moss
Owner of lot 20
GAIL MOSS

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 26th day of January, 2002, by Lawrence L. Graham, President of Camp La Junta, Inc., a Texas corporation, on behalf of the said corporation, and by Vernon Harrison, Managing member of Dos Arroyos Development, LLC, a Texas limited liability company, on behalf of the said limited liability company.



Linda Darnell Sevey
Notary Public

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 26th day of January, 2002, by Patrick Fitzgerald and Marie Fisher



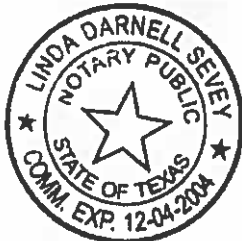
Linda Darnell Sevey
Notary Public

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 26th day of January 2002, by

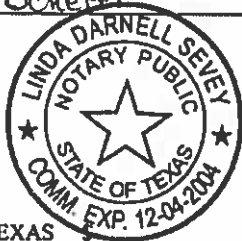
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Ramona Ireland and Karl BrownLinda Darnell Sevey

Notary Public

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 26th day of January, 2002, byLaura Scherer and Ann AllenLinda Darnell Sevey

Notary Public

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 26th day of January, 2002, byAnn Witherwax and, Byron R. WilkinsonLinda Darnell Sevey

Notary Public

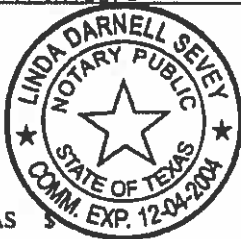
VOL. 1207 PAGE 0247

_____ and _____

Notary Public

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 26th day of January, 2002, byGilda Wilkinson and Lawrence L. Graham

Linda Darnell Sevey

Notary Public

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the _____ day of _____, 2002, by

_____ and, _____

Notary Public

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and

Notary Public

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on the 4th day of 10 2002, byDARBY ROUE

and

Linda C. DayKathleen Adams

Notary Public

STATE OF TEXAS §

District of Columbia

COUNTY OF KERR §

This instrument was acknowledged before me on the 12th day of July, 2002, byROBERT W. HOLLIDAY

and,

Joanne P. Holliday
JOANNE P. HOLLIDAYMae W. Gay

Notary Public

Mae W. Gay
Notary Public, District of Columbia
My Commission Expires 4-14-2006FILED FOR RECORD
at...2:35 o'clock P. M.

AUG - 6 2002

JANNETT PIEPER
Clark County Court, Kerr County, Texas
DeputyReturn To
✓ Vernon Harrison
866 Hwy 39
Ingram, TX 78025

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Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS }
COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

AUG 07 2002



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1207 PG 240
RECORDING DATE

AUG 07 2002



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

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