

35/ 398

RESTRICTIONS GOVERNING
THE USE OF AND CONSTRUCTION OF IMPROVEMENTS IN
FRIO CIELO RANCH TRACTS #54 THRU #74, #A THRU #V, #A-1 THRU #H-1
AND THE RESERVED AREA

STATE OF TEXAS:
COUNTY OF REAL AND COUNTY OF UVALDE:

WHEREAS, DELMAR R. HILLER AND W. W. JANECEK, individually and as trustees, hereinafter called "Developer" are the record owners of all of the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as FRIO CIELO RANCH, AND being Tracts #54 thru #74, #A thru #V, #A-1 Thru #H-1 and the reserved area, a subdivision in Real and Uvalde Counties, Texas, according to the map or plat of such subdivision filed for record in the office of the County Clerk of Real County, Texas recorded in Volume 1, Page 11, of the Map Records of Real County, Texas and recorded in Volume 3, Page 63, of the Map Records of Uvalde County, Texas, reference to which map or plat and the said records thereof being hereby made for all purposes:

NOW, THEREFORE, that DELMAR R. HILLER AND W.W.JANECEK, do hereby dedicate said property in accordance with the dedication appearing upon said map and agree that the land shown to be subdivided into numbered tracts according to said map is held and shall hereafter be conveyed subject to the covenants, stipulations and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the sale and improvement of said property in said subdivision, as a restricted subdivision, and to provide for the use, maintenance and improvement of the reserved areas in such subdivision not so subdivided into numbered tracts according to said map in a manner consistent with perpetuating the natural environment of such areas and preserving and propagating the wildlife thereon for the social and recreational benefit of the owners of property in the subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered tracts as shown on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as herein otherwise provided, shall be and are hereby imposed upon each numbered tract in said subdivision, and upon the reserved area as shown on said map and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, its successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by the following restrictions, covenants and conditions as hereinafter set forth.

1. In these restrictions, the following words shall have the following meanings:

- a. Developer - Delmar R. Hiller and W. W. Janecsek, individually and as trustees for Frio Cielo Ranch, a limited partnership, its successors and assigns.
- b. Association - Frio Cielo Ranch Association, a property owners association to be organized as a non-profit corporation under the laws of this state, its successors and assigns.
- c. Tracts - Each of the numbered tracts according to the map or plat of FRIO CIELO RANCH heretofore referred to. Numbered tracts may be designated by numerals, letters or a combination of each.
- d. Reserved Area - all of the land area within the Frio Cielo Ranch subdivision which is not subdivided into numbered tracts, including roadways and designated "Reserved Area", according to the map or plat of such subdivision heretofore referred to.
- e. Owner - The person vested with the legal title to a tract or contract purchaser or lessee of a tract and who is also a member of Frio Cielo Ranch Association.

f. By-Laws - The By-Laws of Frio Cielo Ranch Association as created and as the same may be amended from time to time by proper action of its shareholders. 35/3

g. Architectural Control Committee - The Committee composed of the individual members herein designated or their successors including the members of the Board of Trustees of the Association at such time as eighty per cent (80%) of the tracts have been sold by the Developer.

2. None of said tracts or improvements erected thereon, unless otherwise designated on the plat or map, shall be used for anything other than private residential purposes and shall not be used for any commercial purposes, except that private residences may be rented or leased to single families from time to time as the Owner may determine and professional services of a purely personal nature may be rendered which does not attribute to the property any appearance of a commercial use thereof.

3. No tent, lean-to, shack or other temporary structure of any character shall be constructed or maintained on any of said tracts. No building or structure shall be erected, constructed, maintained or permitted on any tract other than a single family residence and private garage, garden house, guest cottage, or other structures of permanent construction designed and constructed as appurtenant to the use and enjoyment of such primary residence building, and provided specifically that no unpainted sheet iron, sheet aluminum or sheet fiberglass structures shall be placed on any of said tracts. Nor shall any structure, house trailer or building erected thereon or any part thereof be used as a dwelling pending the completion of the main dwelling house, except as otherwise provided herein.

4. No building or other structure, except a small building adequate enough to enclose a water pump and tanks, shall be erected or altered on any tract nearer than fifteen (15) feet from any property line, except in the case where a property line adjoins a reserved area in which case the building or structure may be within ten (10) feet from the property line. No construction may begin until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as herein provided. For the purpose of perpetuating the natural environment and propagating the wildlife, only certain areas around owners buildings may be fenced as may be desirable, but that no fence will be allowed until and unless approved as to the design, type and location by the Architectural Control Committee. The building exterior of any approved structure must be completed within six (6) months of commencement of construction, except as otherwise provided herein.

5. There is hereby established an Architectural Control Committee to which each owner will submit construction plans and specifications and a plot plan in connection with any improvements on any tract and which committee shall have the authority to determine if the same meet the requirements of these restrictions and to determine if the appearance of the structure of structures and the quality of workmanship and materials and external design are all in harmony with other structures in the immediate vicinity of the proposed structure and elsewhere in the subdivision to which these restrictions apply and in harmony with such proposed scheme of plan of development as such committee shall establish.

The Architectural Control Committee shall be composed of Delmar Hiller, W. W. Janecsek and Kenneth Arthur, until such time as the Developer has sold eighty per cent (80%) of the tracts in the subdivision. When the title to eighty per cent (80%) of the tracts is vested in Owners, said individuals herein before designated shall immediately cease to function as such committee and such committee shall then be composed of the members of the Board of Trustees of the Association, and they shall thereupon be vested with all of the rights, powers and authority herein granted to the committee. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. After ten (10) years from date of this instrument the then recorded owners of a majority of the tracts shall have the power, through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

35/ 400

It is recognized, that in view of the unusual nature of the subdivision herein contemplated, it is particularly important that rules and regulations be revised from time to time in order to maintain and preserve the subdivision in accordance with the best interests of the owners of property herein. The Architectural Control Committee is therefore authorized to make additional rules and regulations with respect to such tracts, the activities being conducted thereon, the improvements to be constructed thereon, and the use thereof, not inconsistent with the provisions hereof, as it may deem appropriate, and the same shall be enforced in the same manner as provided herein. The said Committee is also authorized when it deems it appropriate and for the best interest of the owners of such property to alter or vary the provisions hereof by an instrument duly executed and acknowledged by the members of the Committee, but should the owners of a majority of the property covered hereby, computed on a squarefoot basis, deem any such change not in the best interests of the owners of such property, they may nullify and veto such proposed change by an instrument executed and acknowledged by the owners of such a majority of such property an instrument filed in the Deed Records of Real & Uvalde Counties, Texas within thirty (30) days of the time such instrument altering these restrictions is filed by said Committee.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Construction plans and specifications and plot plans shall be considered to be properly submitted to the committee if delivered in person or forwarded by United States Mail, postage prepaid, addressed to the committee at the registered office of the Association. The residence or buildings, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated. Construction plans and specifications shall, as a minimum, include plans of all floors involved along with elevations of all sides of the proposed structure, along with notes and/or specifications that describe the materials to be used on the exteriors.

6. No animals of any kind shall be kept at any time on any tract which may by their presence be a nuisance to any other owner nor shall any animal of any kind be permitted on any reserved area without the approval of the Developer or Association, except as otherwise provided herein.

7. No firearms, pellet guns or B.B. guns will be permitted to be discharged on any of the tracts or on the reserved area, except in certain designated places and certain designated times as may be provided by the Developer or Association. There will be certain species of game animals classified as protected by the Developer or Association and the hunting of the so classified game will be prohibited on both Owners tracts and reserved area.

8. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result, in the opinion of the Architectural Control Committee, in raw or untreated sewage being carried into water bodies or the reserved area. A minimum of a 200 gallon septic tank with a minimum of 50 feet of field drain line per bath served must be installed.

9. No sign or any other advertising device may be displayed on any numbered tract except one sign of not more than five (5) square feet in size advertising the property for sale or rent.

10. No building having any exterior frame construction of any kind shall be erected on any tract unless same, at the time of construction, shall receive at least two coats of paint, except in case the approved plans and specifications thereof shall provide for natural cedar or redwood, or for staining or other means of coloring the same.

11. No trash, garbage, used lumber or other material, unsightly items, or other refuse, may be thrown, dumped or otherwise disposed of on any tract, vacant or otherwise. No noxious or undesirable thing or undesirable use of the tract whatsoever shall be permitted or maintained upon said tracts. If the Board of Trustees of the Association, or their representative or the Architectural Control Committee, determines that anything or any use of such property is undesirable or noxious, such determination shall be conclusive on all parties.

12. All of the tracts are sold or conveyed upon the understanding that the owner or contract purchaser will be required to become and remain a shareholder in good standing of the Association, chartered for the purpose, among others, of taking title, to, maintaining and improving the reserved area as a park and recreational area for the use and benefit of the owners and their guests. Each of the tracts are sold or conveyed subject to the provisions of the By-Laws of the Association and the rules and regulations promulgated from time to time by the Association including any obligation thereby imposed for the payment of any dues or assessments in connection with the maintenance or improvement of the Association properties. One share of stock in said Association shall be issued or transferred to any owner or purchaser of a tract in said subdivision, which share shall be inseparably appurtenant to the tract so sold or conveyed and said tract, and each portion thereof, shall be subject to the lien of such assessment, and the owner or contract purchaser thereof shall be liable therefore, shall be levied from time to time by said association under and in accordance with its By-Laws and any amendments thereof, which assessments shall be superior to any and all other liens created or permitted by the purchaser, his heirs, representatives or assigns (except bona fide first mortgage executed and recorded); and the purchaser by the acceptance of said deed or contract of sale or purchase agreement, binds himself, his heirs, representatives and assigns to all of the provisions, restrictions, conditions and regulations now or hereafter imposed by the By-Laws of the said Association and any amendments thereof, all of which shall constitute covenants running with the land. However, under no circumstances may the total dues and/or assessments exceed \$120.00 per year per member or shareholder, until such time as there are forty member shareholders and then only through a vote of 2/3 of the total membership to increase said dues.

13. No tract in this subdivision shall be further subdivided into smaller tracts or lots, except that part of a tract may be purchased by owners of tracts adjoining on either side of the tract to be so sold, except as otherwise provided herein.

14. All of the restrictions and covenants herein set forth shall continue and be binding upon Developer, its successors or assigns, and upon the purchasers of said tracts for a period of twenty five (25) years from the date this instrument is filed for record in the office of the County Clerk of Real County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title to seventy-five per cent (75%) of the tracts as shown by the records of Real Uvalde Counties Texas, may release all of the tracts hereby restricted from any one or more of said restrictions and covenants, and may release any tract shown on said plat from any restrictions or covenant at the end of the first twenty five (25) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments.

15. The terms and provisions hereof shall be binding upon Developer, its successors and assigns, and all persons claiming by, through or under it, and all subsequent purchasers or owners of property in said subdivision each of whom shall be obligated and bound to observe the same provided, however, that no such person shall be liable except in respect to breaches committed during his or their ownership of said property.

16. The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court orders or otherwise, shall in no wise constitute a waiver of or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

35/402

17. Tracts #70,71,72,73 & 74 maybe further subdivided into smaller tracts, provided that each such resubdivided tract shall contain an area of not less than one acre and each such owner shall be required to become a member of the Association as herein above provided. Tracts #71,72,73 and 74 together with Tracts #A-1 thru #H-1 may be fenced on their boundries provided the fence meet other provisions herein and horses and cows where one or more may be kept on these tracts provided they are kept for the owners use. Stables or barn may be constructed on these tracts provided they meet the requirements hereinabove.

18. If the parties hereto, or any of them, or their heirs, representatives, successors or assigns, shall violate or attempt to violate any of the provisions of these restrictions, it shall be lawful for any other person or persons owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons so violating or attempting to violate any of said mutual protective restrictions, and either to prevent him or them from so doing or to recover damages for such violation.

The right is expressly reserved to the Developer, and its successors and assigns, to interpret and enforce any and all conditions, limitations and restrictions contained in these restrictions, but such right shall be without prejudice to the right of any owner of property in said subdivision to enforce the same.

Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer, or its agents, in addition to all other remedies, the right to enter upon the land, upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner or contract purchaser thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer or its agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Forbearance by any of the parties entitled to take advantage of any breach of said conditions or restrictions shall not constitute or be construed as a waiver of their rights by reason of such on any subsequent breach or default.

EXECUTED this 17th day of September, 1973.

FRIO CIBOLA RANCH

Delmar R. Hiller
DELMAR R. HILLER, Individually
and as Trustee.

W.W. Janacek
W.W. JANECEK, Individually
and as Trustee.

THE STATE OF TEXAS :
COUNTY OF ARANSAS :

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared DELMAR R. HILLER and W. W. JANECEK known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 17th day of September, 1973.

Cynthia K. Ziegler
Notary Public in and for
Aransas County, Texas



35/4

FILED NOV 10 1973

FRIO CIELO RANCH

to

THE PUBLIC

RESTRICTIONS GOVERNING THE
USE OF AND CONSTRUCTION OF
IMPROVEMENTS IN FRIO CIELO
RANCH

Filed for Record, this 18th day of Sept.,

A.D. 19 73 at 11:00 A.M.

Lucille Bendele

Clerk

County Court, Real County, Texas

By *Margaret McDaniel* Deputy

THE STATE OF TEXAS)
County of Real)

I, Lucille Bendele, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument was filed for record in my office on the 18th day of September, 1973 at 11:00 o'clock A. M. and duly recorded on the 19th day of September, 1973 at 9:15 o'clock A. M. in the Deed Records of said County in Volume 35, Pages 397-403, Incl., and given File No. 16,400. WITNESS MY HAND AND OFFICIAL SEAL, the day and year last above written.

By: *Lucille Bendele*
Deputy

Lucille Bendele
LUCILLE BENDELE
Clerk of the County Court,
Real County, Texas

Frio Cielo Ranch Association

RULES AND REGULATIONS

1. Ranch speed limit is 15-20 m.p.h.
(1983 General Meeting. 1979 General Meeting)
2. Please respect your neighbor and control excessive noise, especially after 10 p.m.
(1979 General Meeting)
3. Please drive automobiles and motorbikes only on Ranch Roads.
(1979 General Meeting)
4. No vehicles shall be operated on the Ranch Roads, except by licensed driver or drivers accompanied by a licensed driver, or unless, in case of an emergency.
(1980 General Meeting)
5. Do not leave hose or irrigation systems on during absence from Ranch.
(September 1984 Board Meeting)
6. Do not water lots during holiday weekends, so that water pressure will not be compromised.
(1989 General Meeting)
7. \$5.00 camping fee – If guests do not pay, the owner who invited them is responsible. **(NOTE) Camping fee is now \$7.50 per day.**
(May 1988 Board Meeting)
8. \$50.00 cleanup fee - to be charged owners who invite groups, or any guests that leave the campground untidy.
(September 1988 Board Meeting, November 1979 Board Meeting)
9. No illegal aliens shall be employed, housed, or fed by the FCRA.
(July 83 Board Meeting) ?
10. No fireworks! No where, no kind, no way.
(Different Board Meetings, General Meeting, July 1980)
11. Every tract should have a length of hose available, a clearly marked hydrant, and a clearly marked main valve. Lots with houses should have at least one hydrant 50 ft. from house.
(Board Meeting, May 1988)
12. During extreme dry spells, nothing should be done which might constitute a fire hazard during dry periods. This includes trash, campfires, and open barbecues.
(Letter to Ranch Owners after fire, July 1989)

13. No firewood to be taken off Ranch, except from the property owner's lot.
(November 1979 Board Meeting)
14. Owners are responsible for disposing of their own trash.
(After the dump site area was closed)
15. Nothing natural, or anything otherwise; should be sold, or removed from the Ranch or community property by anyone.
(August 1985 Board Meeting)
16. All motorbikes, ATV's, etc. must be restricted to Ranch Roads only, and that there must be strict respect of the rights of others in regard to noise, safety, keeping down dust, and excess travel in one particular area.
(General Meeting, July 1987)
17. Dogs must be under direct control of owners at all times. (Annual meeting 1998)
18. No animal of any kind shall at any time on any tract which may by their presence be a nuisance to any other owner...nor shall any animal of any kind be permitted on the Reserve Areas without the approval of the Board of Directors. (Deed Restrictions, #6)
19. Deed Restriction number 7: "No firearms, pellet guns, or bb guns will be permitted to be discharged on any of the Tracts or on the Reserved Area, except in certain designated places and certain designated times as may be provided by the Board of Directors..."