

**TWIN FORKS ESTATES
LOT USEAGE DESIGNATIONS AS DEFINED BY RESTRICTIONS/COVENANTS**

THE BY LAWS AND RESTRICTIONS/COVENANTS REFER TO SINGLE FAMILY DWELLINGS (A CONSTRUCTED RESIDENCE) AND GENERALLY IDENTIFIES SUCH AS 1000 SQ. FT. OR GREATER; MOBILE SITES ARE CLEARLY IDENTIFIED AS SUCH, IN SOME INSTANCES THOSE LOTS ARE ALSO IDENTIFIED AS TO MINIMUM SIZE; COMMERCIAL OR OTHER USEAGE OF A FEW LOTS IS ALSO IDENTIFIED. NO RV/CAMPING PERMITTED IN UNIT I; RV/CAMPING PERMITTED IN UNITS II AND III PROVIDING LOT HAS ELECTRICITY, WATER AND SEPTIC. RV MAY BE LEFT ON SUCH LOTS AS LONG AS ALL SAID SERVICES ARE MAINTAINED.

UNIT I:

THE ONLY MOBILE HOMES PERMITTED ARE LOTS 54, 55, 56, 76, 77, AND 78 AND MAY BE 400 SQ. FT. OR GREATER.

UNIT II:

LOTS 100---104 INCLUSIVE; 160-----167 INC., 170, 171, 173, COMMERCIAL, MOBILE HOME OR MULTI FAMILY OR SINGLE FAMILY DWELLING: LOT 100, 103, 104, 160 ARE ALREADY MOBILE HOMES, LOT 102 IS THE WATER PLANT, 173 AND 174 ARE COMBINED UNDER ONE FENCE WITH A MOBILE HOME ON 173; 170 IS PROJECTED TO BE A SINGLE FAMILY DWELLING.

LOTS 196, 197, AND OR 199 SHALL BE SINGLE FAMILY DWELLINGS OR MAY BE DEVELOPED FOR THE GOOD OF THE COMMUNITY (ORIGINALLY INTENDED TO BE CLUB HOUSE OTHER COMMUNITY RELATED ACTIVITIES).

LOTS 200---213 INC., RESTRICTIONS APPLICABLE TO SINGLE FAMILY DWELLINGS APPLY; 214 AND 215 COMMON COMMUNITY USE, KIDDIE PARK. LOTS 79, 86---89 INC., 150---159 INC., 175—179 INC., 190---196 INC., 201---211 INC., MOBILE HOME OR SINGLE FAMILY DWELLING, RESIDENCE CONSTRUCTED ON THESE LOTS 800 SQ. FT, OR GREATER.

UNIT III:

LOTS 216---230 INC., ONE SINGLE FAMILY DWELLING/LOT OF 1000 SQ. FT. MINIMUM.

LOTS 233---288 INC., ONE SINGLE FAMILY MOBILE HOME OR DWELLING OF 1000 SQ. FT.

PROTECTIVE RESTRICTIONS
TWIN FORKS ESTATES SUBDIVISION
UNIT TWO
REAL COUNTY, TEXAS

GENERAL: That Frio Mountain Park Estates Inc., being the sole owner and developer of Twin Forks Estates Subdivision, Units One and Two, do hereby restrict said Unit Two of Twin Forks Estates Subdivision according to the Restriction of said Twin Forks Subdivision as filed in Vol. 33 page 35-38 on October 10, 1972 and do hereby further restrict said Unit Two and Unit One as herein after set forth in the following additions and changes, which restrictions shall be binding upon the purchaser or purchasers of lots in said subdivision, and his or their heirs, assigns, successors and administrators, to wit:

- A. Use of Property:
1. (Add) 7. Lots #100 through 104, 160 through 167, and 170, 171 and 173 shall be known as commercial, mobile home and or multi-family lots and may be used for any legal purpose not damaging, noxious nor creating a nuisance to the neighborhood environment and which shall be consistent with the recreational and relaxing nature of the subdivision. Clean Air and Water are of prime concern.
 2. 8. Lots #196, 197 and/or 199 shall be known as single family lots or may be re-designated by the developer or by the Frio Communities Improvement Association, Inc., as a Country Club or other recreational club site when considered to be an enhancement to the quality of life for the residents of the subdivision and there is reasonable assurance that development, promotion, operation and maintenance will be continued to the benefit of such residents of Twin Forks Estates Subdivision. Membership in such club so organized shall not necessarily be restricted to residents or lot owners of Twin Forks Estates but may be sold to Area residents who agree to conform to the communities moral and ecological standards.
 9. Lots #200 through 213 shall be known as Twin Forks Meadow front lots. All restrictions applicable to standard single family lots shall apply, except an easement of (40) forty feet across the back of each such lot is reserved for use by members of Frio Communities Improvement Association, Inc. its heirs or assigns, as a golf course fairway, tee or green, as a golf cart trail or as open meadow hiking areas. No structure shall be placed nearer than (50) fifty feet to the back line of these lots.
 4. 10. Lots #214 and 215 are designated as a recreational area for the Common Use of all members of Frio Communities Improvement Association, Inc. including archery range or camping space. Said lots are also to be used as a source of caliche, soil or other materials for road and park maintenance. The Improvement Association shall maintain the lots in a park like condition and shall return the area to a condition useful for recreational purpose without delay after any excavation.
 5. 11. a. No boat powered by internal combustion engine(s) of any type shall be operated in the waters of Twin Forks Estates.
b. No nude swimming or other act offensive to the general moral standards of the Improvement Association members shall be permitted.
c. Enforcement of these rules shall be the responsibility of the Board of Directors of the Improvement Association under Section E, of these protective restrictions.
 6. 12. Cathedral Park.
a. Cathedral Park is designated particularly as a center for religious and cultural use. Frio Communities Improvement Association Inc. shall preserve and protect to the best of its ability the Cathedral Cypress Trees and shall through its president schedule such use and exclude any recreational or other use which would conflict in time or effect with the scheduled primary useage. Regular daily use to the purpose of improving the quality of life for the residents of Twin Forks Estates is to be encouraged by the officers and directors of said Improvement Association. No religious group will be permitted use of this park unless it expresses belief in the omnipotence of the one and only true living God and belief in the teachings of the Old and/or New Testaments of the Bible.
b. Use in training of young people in spiritual values, religious history, cultural understanding, and communications techniques is to be encouraged. Failure to adhere to these covenants or failure to encourage the regular and frequent religious use of this park shall cause title to said park lands to revert to Frio Mountain Park Estates Inc., its heirs or assigns.
c. In the event that Frio Communities Improvement Association Inc. should be dissolved and its assets passed to a succeeding governmental body, title to Cathedral Park lands and responsibility for protection of the Cathedral Cypress Trees and these covenants shall be conveyed to a suitable religious organization preferably non-denominational, and headquartered in Real County, Texas.
 13. The developer may use any unsold Commercial lot(s) or single family lots for establishment of a temporary sales office and/or mobile home site until such time as all other lots are sold.
 14. Lots #79, 86 through 89, 150 through 159, 175 through 179, 190 through 196 and 201 through 211 are designated as mobile home lots and may be used as mobile home or single family residential home sites in accordance with paragraph A 2. Residences constructed on such mobile home lots shall have a minimum of 800 square feet and meet the architectural standards of the community.
 15. All lots of Unit 2 may be used for recreational camping. This is not to be construed as a mobile home site except under 14 above. Lot and camp area must be kept clean, orderly and neat in keeping with the standards of the subdivision. Violation will cause implementation of Section D-2 hereof.
 16. No recreational vehicle holding tank of human waste shall be dumped at any point in Twin Forks Estates Subdivision at any time.

B. Easements:

- (Add) 3. The seller retains an easement forty(40) feet wide along the back line of meadow front and/or golf course lots for use by members of Frio Communities Improvement Association, Inc. its heirs or assigns as fairway, trailway or meadow space in accordance with A. 9. above.
4. The seller, on behalf of the Improvement Association, retains an easement along all water courses for the purpose of stream bed maintenance.

C. Community Standards:

- (Add) 4. The Environmental factors most to be protected in judging the acceptability of commercial establishments and member activities are:
- a. Clean Air
 - b. Clean Water
 - c. Clean Grounds
 - d. Natural Beauty of trees and plants
 - e. Quietude of our off the main road location
 - f. Recreational nature of the community with moral and ethical practices generally acceptable to the membership of the Improvement Association as expressed through their Board of Directors.

- D. Care of Property:
(No changes or addition)

E. Application and Enforcement:

- (Add) 4. The By-Laws of Frio Communities Improvement Association, Inc. may further detail and explain restrictions and covenants above and said By-Laws in effect at the time of filing these changes and additions are made a part hereof by reference as though these By-Laws were set forth herewith in full.

SIGNED: _____

BUYER

LATE: _____

SELLER

1700 1700 1700
1700 1700 1700
1700 1700 1700

These By-Laws are or revised by the Board

FRIO COMMUNITIES IMPROVEMENT ASSOCIATION
(F.C.I.A.)
REAL COUNTY, TEXAS

BY-LAWS

ARTICLE I

A. DEFINITIONS

1. Chargeable Property - That property within the boundaries of Twin Forks as shown on the maps and plats of record in the office of the county clerk of Real County, Texas. Exempt property and community facilities are not considered chargeable property.
2. Exempt Property - All land and permanent improvements owned by the United States, State of Texas, and/or Real County.
3. Community Facility - Parks and recreational areas.
4. Declaration - Shall mean and refer to the declaration of covenants and restrictions and any changes thereto.
5. Board - The Board of Directors of FCIA.
6. F.C.I.A. Land - That property which is owned by FCIA (or a successor corporation. Refer to Article III).
7. Deed - A document transferring ownership of property to a purchaser of a lot or living unit.
8. Lot - Any plot of land shown on recorded subdivision maps with exception of exempt properties.
9. Living Unit - Any portion of a building intended for the use and occupancy by a single family.
10. Multi-Family Structure - Any building containing two or more living units under one roof except when each living unit is situated upon its own individual lot.
11. Developer - The land company Frio Mountain Park Estates, Inc. (FMPE, Inc.).
12. Notes - Means all notes, bonds, debentures, and/or other evidence of indebtedness issued or sold by FCIA.
13. Note Holder - The holder of any note and all trustees or other representatives of one or more or such holder.
14. Owner - those person / persons whose name / names are on the deed.
15. Permanent Improvements - All buildings, structures, and other improvements which are taxable by the state of Texas or Real County as real property under applicable law.
16. Property:
 - (a) All land herein described;
 - (b) Permanent improvements;
 - (c) Each new parcel of land and permanent improvements thereon.
17. Resident - Each tenant actually residing or conducting business on any lot and immediate family thereto.
18. Covenants - Shall mean and refer to all covenants, easements, charges and liens imposed and created on lands within the boundaries of Twin Forks in favor of FCIA.
19. Annual Charge - Assessment (tax) and any additional costs thereto.

ARTICLE II

A. Organization

1. FCIA shall have five (5) directors who shall constitute the Board of Directors and the governing body.

public utility systems, including plants, systems, facilities or properties used or useful in connection with the manufacture, production, distribution, delivery and storage of electric power and manufacture of natural gas or any other potential power source, and any integral part thereof, utility lines, poles, surface and underground ducts, relay stations, cables, pipes, pipelines, valves, meters and equipment and appurtenances, and all properties, rights, easements and franchises, relating thereto; communication systems and facilities including all buildings, systems, facilities cables, underground and surface ducts, lines, poles, receiving, transmitting and relay equipment, and appurtenances and all properties, rights, easements and franchises relating thereto; auditoriums, galleries, halls, amphitheaters, theaters, arenas and stadiums, educational buildings and facilities, including equipment, supplies and accessories in connection therewith; office buildings, storage and maintenance yards, garages and other buildings and facilities deemed necessary or desirable by the Board in connection with the administration, management, control and operation of FCIA; libraries, including equipment, books, supplies and accessories in connection therewith; traffic engineering programs and parking facilities; lakes, dams, parks, golf courses, tennis courts, playgrounds, boat basins and marinas, equestrian centers and facilities; and other related or unrelated recreational facilities; and any and all other improvements, facilities and services that the Board shall find to be necessary, desirable or beneficial to the interest of the property.

B. Revenues

1. FCIA has the authority to:
 - (a) Assign and pledge all revenues received or to be received by it under any provision of the covenant.
 - (b) To enter into agreements with Note Holders with respect to the collection and disbursement of funds, including, but not limited to, agreements wherein 'FCIA' covenants:
 - (1) to assess and collect the Annual Charges in its favor when the same shall become due;
 - (2) To establish sinking funds and/or other security deposits;
 - (3) To apply all funds received by 'FCIA' first to the payment of the cost of collection and then to the payment of all principal and interest, when due, on such loans;
 - (4) To establish such collections, payment and lien enforcement procedures as may be required by the Note Holders;
 - (5) To provide for the custody and safeguarding of all funds received by 'FCIA'. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with Note Holders shall be subject solely to the decision of the Board.
2. 'FCIA' shall not be obligated to spend in any calendar year any part of or all of the sums collected in such year by way of Annual charges, or otherwise, and may carry forward as surplus any balances remaining; nor shall 'FCIA' be obligated to apply any such surpluses to the reduction of the amount of Annual Charge, in the succeeding year, but may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of 'FCIA' and the effectuation of its purposes.
3. 'FCIA' shall be entitled to contract with any corporation, firm or other entity in order to carry out the performance of the various functions of 'FCIA' hereunder.

2. Each director shall be elected for a ~~three~~^{five}-year period.
3. When a vacancy occurs on the Board of Directors, the Directors shall appoint a replacement to serve until the annual membership meeting.

B. Meetings

1. The date for the annual membership meeting shall be determined by the Board and the membership notified no less than 30 days prior to the established meeting date. Special membership meetings may be called by the President, majority of the Board, or by written petition of 50% of the membership.
2. During the annual membership meeting, the membership shall elect new directors to replace those retiring and/or to fill a vacancy being held by a temporary appointee and conduct such other business as presented in proper order.
3. Business shall be conducted by the officers and directors in accordance with the charter, by-laws, restrictions and covenants of the community and resolutions of the directors.
4. All meetings shall be conducted in accordance with Robert's Rules of Order.
5. All board meetings are open to the membership, even though members have no voting rights at board meetings. Only members of the Board have this right. Nevertheless, members input and/or recommendations are encouraged.

C. Voting Rights

1. Each lot owner is entitled one vote for each lot owned. When more than one person owns a lot, they shall determine among themselves who shall cast the vote. But in no event shall more than one vote be cast per lot. Regardless of the number of lots any lot owner may own, such member, including the developer shall not be eligible to cast a number of votes in excess of the aggregate, less one, of the number of votes available to other lot owners of FCIA.
2. Example: Developer or a lot owner owns 150 lots and the aggregate votes of the other lot owners is 100 votes, then the developer or the owner of 150 lots can cast only 99 votes.

ARTICLE III

A. Funds

1. FCIA shall apply all funds received pursuant with the by-laws.
2. Payment of all principal of interest when due on all loans borrowed by FCIA.
3. Payment of all costs and expenses of FCIA.
4. For the benefit of the Property within the environs of Twin Forks, by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying renewing, replacement, repair, and maintenance, operation and subsidizing of such of the following as the Board in its discretion, may from time to time establish or provide: any and all projects, sources, facilities, studies, programs, systems and properties relating to parks, recreational facilities or services; drainage systems; streets, roads, highways, walkways, curbing, gutters, sidewalks, trees, flowers and landscaping, fountain, benches, shelters, directional and information signs, walkways, and bridges, and street road and highway lighting facilities; facilities for the collection, treatment and disposal of garbage, sewage and refuse; mass transit systems, stations and terminals, airfields, airports, air terminals and associated facilities; facilities for the fighting and preventing of fires;

ARTICLE IV

A. Rights of Enjoyment in Community Facilities

1. Frio Mountain Park Estates, Inc., and other parties may from time to time convey to 'FCIA' subsequent to the recordation of the Declaration, a certain tract or tracts of land within the Property for park and recreational purposes. In the event of any such transfer by Frio Mountain Park Estates, Inc. to 'FCIA', any such tracts, together with such parts of 'FCIA' land as the board, in its discretion, may by resolution from time to time hereafter designate for use as 'Community Facilities'. Upon designation of any part of 'FCIA' land as Community facilities, as herein provided, the Board shall cause a Declaration to be executed and recorded in the Deed Records of the County Clerk's Office for Real County, Texas, which Declaration shall include a description of the land so designated and shall state that such land has been designated as a Community Facility for the purpose of this Section 3.01. No 'FCIA' land, or any part thereof, shall be a Community Facility subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described Declaration filed in accordance with the procedure provided herein.
2. Every owner, by reason of such ownership, shall have a right and easement of enjoyment to all Community Facilities, and such right and easement shall pass with every lot or Living Unit upon transfer. All residents shall have a non-transferable privilege to use and enjoy all Community Facilities for so long as they are residents within the previously defined meaning of that term. All such rights, easements, and privileges, however, shall be subject to the right of 'FCIA' to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facilities which shall enhance the preservation of such facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and Residents, including making available of certain Community Facilities to school children with or without charge. 'FCIA' shall have the right to charge Owners and Residents reasonable admission and other fees in connection with the use of any Community Facility. In establishing such admission and other fees, the Board may, in its discretion, establish reasonable classifications of Owners and Residents; such admission and other fees must be uniform within each such class, but need not be uniform from class to class. 'FCIA' shall have the right to borrow money for the purpose of improving any Community Facility and in the aid thereof, to mortgage the same and the rights of any such mortgage shall be superior to the easements herein granted and assured.

B. Suspension

1. 'FCIA' shall have the right to suspend the right of any owner (and the privilege of each Resident claiming through such Owner) for any period during which the Annual Charge under Article IV hereof remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions of this Article IV.

C. Easements

1. Notwithstanding the rights, easements and privileges granted under this Article IV, FCIA shall nevertheless have the right and power, with the concurrence of the membership to convey any property referred to in Paragraph A of this article here of free and clear of all such rights, easements and privileges if such convey-

ance is to a public body for public use.

ARTICLE V

A. Assessment of Annual Charge

1. For the purpose of providing funds for use as specified in Article III hereof, an annual charge is hereby imposed against each lot or living unit in favor of FCIA in the amount of \$_____ per annum. The annual charge shall be due and owing on May 1 of each year.
2. For lots which have multiple family houses/buildings, the annual charge is \$_____.
3. In any given year, the Board may increase the amount of the annual charge no more than 10% unless approved by a majority vote of the membership.

B. Billing and Collection of Assessment

1. As soon as practicable at the beginning of each year, FCIA shall send a written statement to each owner indicating the amount of the annual charge owed. The statement shall also state that if the annual charge is not paid by June 10 it shall accrue interest at the rate of 8% per annum until paid in full.
2. The owner of any lot or living unit failing to pay the annual charge by August 1 of each year shall have a lien placed against the property. FCIA shall have the right to enforce the lien including a foreclosure sale, deficiency decree and subject to the same procedures as in the deeds of trust under applicable law. The owner shall be liable for the annual charge, as well as the cost of such proceedings, reasonable attorney's fee and the aforementioned interest.
3. After an owner has paid all annual charges, including interest and all costs if any, FCIA shall issue the owner a certificate stating all payments have been made, and the lien removed.

ARTICLE VI

A. Imposition of Charge and Lien Upon the Property

1. Developer, for itself, its successors and assigns, has agreed for the period that the Covenants shall remain in force as set forth herein;
 - (a) To pay the annual charges herein provided on lots in his use;
 - (b) That the annual charge shall be and remain a first charge against and a continued first lien against the land herein conveyed, and shall run with, bind and burden such land, for the term hereinafter provided. Provided, however, that the lien of the annual charge provided for here in shall be subordinate to the lien of any mortgage, mechanic's lien contract, deed of trust, or vendor's lien now or hereafter placed upon the Property subject to such annual charge; provided further, however, that such subordination shall apply only to a mortgage, mechanic's lien contract, deed of trust, or vendor's lien imposed as a bona fide security for purchase money or as bona fide security for a construction or improvement loan on the Property in question, and such subordination shall apply only to the annual charges which have become due payable prior to the sale or transfer of such Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer, however, shall not release such Property from liability for any annual charge thereafter becoming due, nor from the lien of any subsequent annual charge.

2. Whether or not it be so expressed in the deed, the owner of each lot or living unit agreed to be personally liable for payment for each annual charge.

B. Alteration

1. Nothing contained in the covenants shall prevent any owner from changing, altering or destroying any permanent improvement owned by him except as required by Article IX providing all annual charges have been paid.

ARTICLE VII

A. Utility Easements

1. FCIA has reserved and shall have a perpetual, alienable and releaseable easement, privilege and right on, over and under the grounds as hereinafter designated of the Property to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines and drainage and sewage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage, cable TV, and other conveniences or utilities on, in, over and under all of the Community Facilities and on, in, over and under all of the easements including, but not limited to, Roads and Streets, shown on any subdivision plat of the chargeable property (whether such easements are shown on said subdivision plat to be for drainage, utilities or other purposes) and in, over and under a 10-foot strip at the back of each lot of the Property and on, in, over and under a 10-foot strip along the interior of all side lot lines of each lot of the Property and on, in and over and under a 10-foot strip at the front of each Lot of the Property. Except that as shown on the plat of Unit I, certain lots shall not have any easement on the rear lot line. The FCIA has the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section or any such privileges, easements and rights reserved on any plat of the Property. The owners, other than FCIA of the lot or lots subject to the privileges, rights and easements referred to herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of The Property are and shall remain private easements and the sole and exclusive property of FCIA, unless and until an interest therein is assigned specifically to others in the business of providing utilities at which time such assignee may thereafter share in the use of the easement rights so assigned.

ARTICLE VIII

A. Reserved Properties

1. Real properties designed as 'Reserved Properties' are Reserved from Declaration and Plats. Any area upon a plat covered by this Declaration or any Supplemental Declaration designated as 'reserved Properties', shall remain the private owned and the sole and exclusive property of the FCIA, and neither the Declaration nor any Supplemental Declarations nor the plats in connection with same shall in anywise apply to such 'Reserved Properties' unless at a later time same shall be included under the provisions of the Declaration or Supplemental Declaration.
2. Utilities reserved from declaration. Utilities, unless

conveyed by written instrument to 'FCIA' were specifically reserved unto the FCIA. It is contemplated utilities for The Property shall be furnished either by FCIA, its subsidiaries or related companies or by companies furnishing such services in the vicinity of The Property and the FCIA retains and has the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such consideration, which consideration shall belong to the FCIA, as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to: Water System, Natural, Liquified or Manufactured Gas system, Electrical System, Telephone System, Antenna Television Transmission and Distribution Facilities and System. In the event the FCIA elects to furnish any of the utility services aforesaid, it may organize a company, or companies, to furnish such utility services, and shall have the right to enter into agreements with such company or companies to furnish the utility services reserved, or any of them, even though such company or companies so organized shall be wholly or partially owned by FCIA. Nothing herein contained shall be construed or interpreted as an obligation on the part of the FCIA to provide the utilities reserved, although the FCIA will use its best efforts consistent with economic feasibility to so provide same.

ARTICLE IX

A. Architectural Control

1. No building, fence, wall, improvements, disposal of facility or other structure shall be commenced or erected upon the property nor shall any alterations be made until the plans and specifications showing the shape, height, materials and location have been submitted to the Board, or its representatives, and approved in writing. If the Board or its representative fails to approve/disapprove such design and location within 30 days after submission, then plans are automatically approved.

ARTICLE X

A. Exterior Maintenance

1. In the event the owner of any lot or living unit shall fail to properly provide for exterior maintenance as to buildings or grounds, 'FCIA' may, but shall not be obligated to provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.
2. FCIA shall bill the lot owner or living unit for the exterior maintenance performed. If lot owner fails to make payment, a lien may be made against the property.
3. For the purpose solely of performing the exterior maintenance authorized by this article, FCIA through its respective duly authorized agents or employees shall have the right, after reasonable notice to owner, to enter upon any lot or exterior of any living unit between the hours of 0800 and 1700 on any day except Sunday.

ARTICLE XI

A. Protective Restrictions

1. Attached hereto as 'Exhibit A' and 'Exhibit B' and incorporated herein by reference as fully as though set forth word for word are protective restrictions covenants. Such covenants are considered to be part of the 'Declaration' and shall apply to and bind all of the Property.

ARTICLE XII

A. Duration, Amendment and Supplements

1. Whether or not specified in the deed these by-laws are binding on all lot owners.
2. These by-laws shall continue with full force and effect until the 1st day of May, 1998, after which time they shall be automatically extended for successive periods of ten years unless any instrument signed by two-thirds of the lot owners has been recorded agreeing to change said by-laws in whole or in part.
3. The size of the Property may be increased from time to time by filing in the Deed records of the County Clerk's Office, Real County, Texas, of a similar set of Declarations providing for the payment of Annual Charges to FCIA at the rate then in effect, and provided FCIA adopts the additional property by resolution of its Board of Directors. No one other than the FCIA shall have the right to place additional lands under the covenants and restrictions or to cause additional lands to be entitled to the benefits arising hereunder unless the FCIA shall agree in writing that such additional lands may be included hereunder.

ARTICLE XIII

A. Miscellaneous

1. No change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.
2. Where there is a conflict between these by-laws and any other document, letter, memoranda or minutes, these by-laws shall take precedence.
3. The determination of any court that any provision of the Declaration is unenforceable or void shall not affect the validity of any of the other provisions hereof.
4. FCIA shall be empowered to assign its rights hereunder to any successor governmental body or non-profit membership corporation (hereinafter referred to as 'Successor Corporation' and, upon such assignment the Successor Corporation shall have the rights and be subject to all the duties of FCIA hereunder and shall be deemed to have agreed to be bound by all the provisions hereof, to the same extent as if the Successor Corporation had been an original party instead of FCIA and all references herein to the 'Board' shall refer to the Board of Directors of said Successor Corporation. Any such assignment shall be accepted by the Successor Corporation under written agreement pursuant to which the Successor Corporation expressly assumes all duties and obligation of FCIA hereunder. If for any reason FCIA shall cease to exist without having first assigned its rights hereunder to a Successor Corporation, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue, and any owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a non-profit membership corporation and

assigning the rights of FCIA hereunder with the same force and effect, and subject to the same conditions, as provided in this article with respect to an assignment and delegation by FCIA to a Successor Corporation.

5. All titles or headings of the Articles herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof. All references to a singular term shall include the plural where applicable.
6. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Club or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
7. When camping on a lot, a self-contained sanitary facility must be available.

15 VOLUME A

PROTECTIVE - RESTRICTIONS
TWIN FORKS ESTATES SUBDIVISION
REAL COUNTY, TEXAS

GENERAL: That Frio Mountain Park Estates-Inc., being the sole owner and developer of Twin Forks Estates Subdivision, Real County, Texas, do hereby restrict Twin Forks Estates Subdivision, as hereinafter set forth, which restrictions shall be binding upon the purchaser or purchasers of lots in said subdivision, and his or their heirs, assigns, successors and administrators, to wit:

- A. Use of Property:
 1. All lots shall be known and used exclusively for residential purposes unless otherwise designated on the approved plat of record. No wells permitted on any residential lot.
 2. No more than one single family dwelling unit, not to exceed two stories, shall be erected, placed, or permitted to remain on any residential lot, and no structure of a temporary character, trailer, bus, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile home will be permitted except a mobile home of 400 sq. ft. or larger in like new condition will be permitted on lots # 54-55-56-76-77-78 of unit one of the subdivision and on such lots of subsequently platted units as may be filed by the developer at the time of filing said subsequent unit plat(s). The Board of Directors of Frio Communities Improvement Association, Inc. (F.C.I.A.) shall be the final judge of acceptable condition of mobile homes. Mobile homes will be properly secured, closed in around the bottom and maintained in conditions of, and landscaping of surrounding lots will be of the standards of the remainder of the community. Only one mobile home per designated lot will be permitted.
 3. No residence shall be located on any lot nearer than 25 feet to the front line nor nearer than 10 feet to the side or back lot line of any lot, and no outbuilding shall be constructed nearer than 40 feet to the front line nor nearer than 10 feet to the side of back lot line. In the event of common ownership of more than one lot and the construction of one building on more than one lot, the combined area owned shall be considered as one lot for these purposes. No structure subject to flood damage shall be located below the known high water mark.
 4. No residence of less than 1000 sq. feet of living area, excluding porch area and garage, shall be erected or constructed on any lot. Recreation vehicles may be parked on property only after construction of residence is commenced.
 5. No sign shall be erected, placed or permitted to remain on any residential lot except however, a standard real estate for sale sign not to exceed sixteen (16) inches by twenty-four (24) inches may be erected.
 6. No animals, except household pets, shall be kept or maintained on any lot. No weapon will be discharged in Twin Forks Estates except on designated ranges.
- B. Easements:
 1. The Seller retains an easement ten (10) feet wide along the perimeter of the lot to be used for purpose of utilities.
 2. All property owners within the confines of Twin Forks Estates have easement over all roads of the subdivision and right of egress and ingress to one point of their property from the nearest road or over the most practical route. All such property owners shall have pedestrian easement along twenty (20) feet of the bank of the main course of the Frio River.
- C. Community Standards:
 1. Buildings shall be neat in appearance, and no building or structure shall be constructed or placed on the premises that shall be considered detrimental to the development. All exteriors shall be finished appropriate to the material used. All residences must be completed on the exterior within 120 days from the beginning date of construction. All house plans or other home plans shall be approved in writing by Developer, his successors or assigns, prior to construction or placement on lot.
 2. Other utility systems will be underground on streets where underground electric service is installed.
 3. No outdoor toilet, (contractors approved chemical toilets excepted during job), shall be erected, placed or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as recommended by the STATE HEALTH DEPARTMENT. When 50% of all members of F.C.I.A. agree to be assessed for and to install a central sewage treatment plant, all residents shall participate in the installation of and connect to such central sewer system.
- D. Care of Property:
 1. No lot shall be re-subdivided and no lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 2. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with other property and the community at any particular time. Upon failure to do this, the Developer, or Frio Communities Improvement Association, Inc., or their successors or assigns, may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to Developer, the F.C.I.A. or the successors or assigns. Failure to make such payment will have the same effect in law and equity as failure to make utility or service assessment payments.
- E. Application and Enforcement:
 1. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part, except, however, they may be changed, altered, amended or revoked in whole or in part by vote of 2/3 of the members of Frio Communities Improvement Association, Inc.
 2. Enforcement of these covenants shall be a proceeding at law or in equity against any person, or persons, violating or attempting to violate any covenant, either to restrain violation or to recover damages from the violations.
 3. Invalidation of any one of these covenants by a judgment, or court order, shall in no wise affect any of the other provisions or covenants, which shall remain in full force and effect.

SIGNED: _____ DATE: _____

BUYER

SELLER

FRIO COMMUNITIES IMPROVEMENT ASSOCIATION
(F.C.I.A.)
REAL COUNTY, TEXAS

By-Laws

ARTICLE I

A. Definitions

1. Chargeable Property – That Property within the boundaries of Twin forks as shown on the maps and plats of record in the office of the county clerk of Real County, Texas. Exempt Property and community facilities are not considered chargeable Property.
2. Exempt Property – All land and permanent improvements owned by the United States, State of Texas, and/or Real County.
3. Community Facility – Parks and recreational areas.
4. Declaration – Shall mean and refer to the declaration of covenants and restrictions and any changes thereto.
5. Board – The Board of Directors of F.C.I.A.
6. F.C.I.A. Land – That Property which is owned by F.C.I.A. (or a successor corporation. Refer to Article XIII).
7. Deed – A document transferring ownership of Property to a purchaser of a lot or living unit.
8. Lot – Any plot of land shown on recorded subdivision maps with exception of exempt properties.
9. Living Unit – Any portion of a building intended for the use and occupancy by a single family.
10. Multi-Family Structure – Any building containing two or more living units under one roof except when each living unit is situated upon its own individual lot.
11. Developer – The land company Frio Mountain Park Estates, Inc. (FMPE, Inc.)
12. Notes – Means all notes, bonds, debentures, and/or other evidence of indebtedness issued or sold by F.C.I.A.
13. Note Holder – The holder of any note and all trustees or other representative of one or more or such holder.
14. Owner – Those person / persons whose name / names are on the deed.
15. Permanent Improvement – All buildings, structures, and other improvements which are taxable by the state of Texas or Real County as real Property under applicable law.
16. Property:
 - a. All land herein described;
 - b. Permanent improvements;
 - c. Each new parcel of land and permanent improvements thereon.
17. Resident – Each tenant actually residing or conducting business on any lot and immediate family thereto.
18. Covenants – Shall mean and refer to all covenants, easements, charges and liens imposed and created on lands within the boundaries of Twin Forks in favor of F.C.I.A.
19. Annual Charge – Assessment (tax) and any additional costs thereto.

ARTICLE II

A. Organization

1. F.C.I.A. shall have five (5) directors who shall constitute the Board of Directors and the governing body.
2. Each director shall be elected for a five-year period.
3. When a vacancy occurs on the Board of Directors, the Directors shall appoint a replacement to serve until the annual membership meeting.

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B. Meetings

1. The date for the annual membership meeting shall be determined by the Board and the membership notified no less than 30 days prior to the established meeting date. Special membership meetings may be called by the President, majority of the Board, or by written petition of 50% of the membership.
2. During the annual membership meeting, the membership shall elect new directors to replace those retiring and/or to fill a vacancy being held by a temporary appointee and conduct such other business as presented in proper order.
3. Business shall be conducted by the officers and directors in accordance with the charter, by-laws, restrictions and covenants of the community and resolutions of the directors.
4. All meetings shall be conducted in accordance with Robert's Rules of Order.
5. All Board meetings are open to the membership, even though members have no voting rights at Board meetings. Only members of the Board have this right. Nevertheless, members input and/or recommendations are encouraged.

C. Voting Rights

1. Each Lot owner is entitled one vote of each lot owned. When more than one person owns a lot, they shall determine amongst themselves who shall cast the vote. But in no event shall more than one vote be cast per lot. Regardless of the number of lots any lot owner may own, such member, including the developer shall not be eligible to cast a number of votes in excess of the aggregate, less one, of the number of votes available to other lot owners of F.C.I.A.
2. Example: Developer of a lot owner owns 150 lots and the aggregate votes of the other lot owners is 100 votes, then the developer or the owner of 150 lots can cast only 99 votes.

ARTICLE III

A. Funds

1. F.C.I.A. shall apply all funds received pursuant with the by-laws.
2. Payment of all principal of interest when due on all loans borrowed by F.C.I.A.
3. Payment of all costs and expenses of F.C.I.A.
4. For the benefit of the Property within the environs of Twin Forks, by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying renewing, replacement, repair, and maintenance, operation and subsidizing of such of the following as the Board in its discretion, may from time to time establish or provide: any and all projects, sources, facilities, studies, programs, systems and properties relating to parks, recreational facilities or services; drainage systems; streets, roads, highways, walkways, curbing, gutters, sidewalks, trees, flowers and landscaping, fountain, benches, shelters, directional and information signs, walkways, and bridges, and street road and highway lighting facilities: facilities for the road and highway lighting facilities: facilities for the collections, treatment and disposal of garbage, sewage and refuse; mass transit systems, stations and terminals, airfields,

airports, air terminals and associated facilities; facilities for the fighting and preventing of fires; public utility systems, including plants, systems, facilities or properties used or useful in connection with the manufacture, production, distribution, delivery and storage of electric power and manufacture of natural gas or any other potential power source, and any integral part thereof, utility lines, poles, surface and underground ducts, relay stations, cables, pipes, pipelines, valves, meters and equipment and appurtenances, and all properties, rights, easements and franchises, relating thereto; communication systems and facilities including all buildings, systems, facilities cables, underground and surface ducts, lines, poles, receiving, transmitting and relay equipment, and appurtenances and all properties, rights, easements and franchises relating thereto; auditoriums, galleries, halls, amphitheaters, theaters, arenas and stadiums educational buildings and facilities, including equipment, supplies and accessories in connection therewith; office buildings, storage and maintenance yards, garages and other buildings and facilities deemed necessary or desirable by the Board in connections with the administration, management, control and operation of F.C.I.A.; libraries, including equipment, books, supplies and accessories in connection therewith; traffic engineering programs and parking facilities; lakes, dams, parks, golf courses, tennis courts, playgrounds, boat basins and marinas, equestrian centers and facilities; and other related or unrelated recreational facilities; and any and all other improvements, facilities and services that the Board shall find to be necessary, desirable or beneficial to the interest of the Property.

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B. Revenues

1. F.C.I.A. has the authority to:
 - a. Assign and pledge all revenues received or to be received by it under any provision of the covenant.
 - b. To Enter into agreements with Note Holders with respect to the collection and disbursement of funds, including, but not limited to, agreements wherein F.C.I.A. covenants:
 - 1) To Assess and collect the Annual Charges in its favor when the same shall become due;
 - 2) To establish sinking funds and/or other security deposits;
 - 3) To apply all funds received by F.C.I.A. first to the payment of the cost of collection and then to the payment of all principal and interest, when due, on such loans;
 - 4) To establish such collections, payment and lien enforcement procedures as may be required by the Note Holders;
 - 5) To Provide for the custody and safeguarding of all funds received by F.C.I.A. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with Note Holders shall be subject solely to the decision of the Board.
2. F.C.I.A. shall not be obligated to spend in any calendar year any part of or all of the sums collected in such year by way of Annual charges, or otherwise, any may carry forward as surplus any balances remaining; nor shall F.C.I.A. be obligated to apply any such surpluses to the reduction of the amount of Annual Charge, in the succeeding year, but may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of F.C.I.A. and the effectuation of its purposes.
3. F.C.I.A. shall be entitled to contract with any corporation, firm or other entity in order to carry out the performance of the various functions of F.C.I.A. hereunder.

ARTICLE IV

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A. Rights of Enjoyment in Community Facilities

1. Frio Mountain Park Estates, Inc., and other parties may from time to time convey to F.C.I.A. subsequent to the recordation of the Declaration, a certain tract of tracts of land within the Property for park and recreational purposes. In the event of any such transfer by Frio Mountain Park Estates, Inc. to F.C.I.A.; any such tracts, together with such parts of F.C.I.A. land as the Board, in its discretion, may by resolution from time to time hereafter designate for use as 'Community Facilities'. Upon designation of any part of F.C.I.A. land as Community Facilities, as herein provided, the Board shall cause a Declaration to be executed and recorded in the Deed Records of the County Clerk's Office for Real County, Texas, which Declaration shall include a description of the land so designated and shall state that such land has been designated as a Community Facility for the purpose of this Section 4.A.1. No F.C.I.A. land, or any part thereof, shall be a Community Facility subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described Declaration filed in accordance with the procedure provided herein.
2. Every owner, by reason of such ownership, shall have a right and easement of enjoyment to all Community Facilities, and such right and easement shall pass with every lot or Living Unit upon transfer. All residents shall have a non-transferable privilege to use and enjoy all Community Facilities for so long as they are residents within the previously defined meaning of that term. All such rights, easements, and privileges, however, shall be subject to the right of F.C.I.A. to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facilities which shall enhance the preservation of such facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and Residents, including making available of certain Community Facilities to school children with or without charge. F.C.I.A. shall have the right to charge Owners and Residents reasonable admission and other fees in connection with the use of any Community Facility. In establishing such admission and other fees, the Board may, in its discretion, establish reasonable classifications of Owners and Residents; such admission and other fees must be uniform within each such class, but need not be uniform from class to class. F.C.I.A. shall have the right to borrow money for the purpose of improving any Community Facility and in the aid thereof, to mortgage the same and the rights of any such mortgage shall be superior to the easements herein granted and assured.

B. Suspension

1. F.C.I.A. shall have the right to suspend the right of any owner (and the privilege of each Resident claiming through such Owner) for any period during which the Annual Charge under Article V hereof remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions of this Article IV.

C. Easements

1. Notwithstanding the rights, easement and privileges granted under this Article IV, F.C.I.A. shall nevertheless have the right and power, with the concurrence of the membership, to convey any Property referred to in Paragraph A of this article here of free and clear of all such rights, easements and privileges if such conveyance is to a public body for public use.

ARTICLE V

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A. Assessment of Annual Charge

1. For the purpose of providing funds for use as specified in Article III hereof, an annual charge is hereby imposed against each lot or living unit in favor of F.C.I.A. in the amount of \$_____per annum. The annual charge shall be due and owing on May 1 of each year.
2. For lots which have multiple family houses/buildings, the annual charge is \$_____per annum.
3. In any given year, the Board may increase the amount of the annual charge no more than 10% unless approved by a majority vote of the membership.

B. Billing and Collection of Assessment

1. As soon as practicable at the beginning of each year, F.C.I.A. shall send a written statement to each owner indicating the amount of the annual charge owed. The statement shall also state that if the annual charge is not paid by June 10th it shall accrue interest at the rate of 8% per annum until paid in full.
2. The owner of any lot or living unit failing to pay the annual charge by August 1 of each year shall have a lien placed against the Property. F.C.I.A. shall have the right to enforce the lien including a foreclosure sale, deficiency decree and subject to the same procedures as in the deeds of trust under applicable law. The owner shall be liable for the annual charge, as well as the cost of such proceedings, reasonable attorney's fee and the aforementioned interest.
3. After an owner has paid all annual charges, including interest and all costs if any, F.C.I.A. shall issue the owner a certificate stating all payments have been made, and the lien removed.

ARTICLE VI

A. Imposition of charge and Lien Upon the Property

1. Developer, for itself, its successors and assigns, has agreed for the period that the Covenants shall remain in force as set forth herein:
 - a. To pay the annual charges herein provided on lots in his use:
 - b. That the annual charge shall be and remain a first charge against and a continued first lien against the land herein conveyed, and shall run with, bind and burden such land, for the term hereinafter provided. Provided, however, that the lien of the annual charge provided for here in shall be subordinate to the lien of any mortgage, mechanic's lien contract, deed of trust, or vendor's lien now or hereafter placed upon the Property subject to such annual charge; provided further, however that such subordination shall only apply to a mortgage, mechanic's lien contract, deed of trust, or vendor's lien imposed as a bona fide security for purchase money or as bona fide security for a construction or improvement loan on the Property in question, and such subordination shall apply only to the annual charges which have become due payable prior to the sale or transfer of such Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer, however, shall not release such Property from liability for any annual charge thereafter becoming due, nor from the lien of any subsequent annual charge.
2. Whether or not it be so expressed in the deed, the owner of each lot or living unit agreed to be personally liable for payment for each annual charge.

B. Alteration

1. Nothing contained in the covenants shall prevent any owner from changing, altering or destroying any permanent improvement owned by him except as required by Article IX providing all annual charges have been paid.

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ARTICLE VII

A. Utility Easements

1. F.C.I.A. has reserved and shall have a perpetual, alienable and releasable easement, privilege and right on, over and under the grounds as hereinafter designated of the Property to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines and drainage and sewage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage, cable TV, and other conveniences or utilities on, in, over and under all of the Community Facilities and on, in, over and under all of the easements including, but not limited to, Roads and Streets, shown on any subdivision plat of the chargeable property (whether such easements are shown on said subdivision plat to be for drainage, utilities or other purposes) and in, on, over and under a 10-foot strip at the back of each lot of the Property and on, in, over and under a 10-foot strip along the interior of all side lot lines of each lot of the Property and on, in, and over and under 10 feet strip at the front of each lot of the Property. Except that as shown on the plat of Unit I, certain lots shall not have any easement on the rear lot line. The F.C.I.A. has the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section or any such privileges, easements and rights reserved on any plat of the Property. The owners, other than F.C.I.A. of the lot or lots subject to the privileges, rights and easements referred to herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the Property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of the Property are and shall remain private easements and the sole and exclusive Property of F.C.I.A., unless and until an interest therein is assigned specifically to others in the business of providing utilities at which time such assignee may thereafter share in the use of the easement rights so assigned.

ARTICLE VIII

A. Reserved Properties

1. Real properties designed as 'Reserved Properties' are Reserved from Declaration and Plats. Any area upon a plat covered by this Declaration or any Supplemental Declaration designated as 'Reserved Properties', shall remain the private owned and the sole and exclusive Property of the F.C.I.A., and neither the Declaration nor any Supplemental Declarations nor the plats in connection with same shall in anywise apply to such 'Reserved Properties' unless at a later time same shall be included under the provisions of the Declaration of Supplemental Declaration.
2. Utilities reserved from declaration. Utilities, unless Conveyed by written instrument to F.C.I.A. were specifically reserved unto the F.C.I.A. It is contemplated utilities for the Property shall be furnished either by F.C.I.A., its subsidiaries or related companies or by companies furnishing such services in the vicinity of The Property and the F.C.I.A. retains and has the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such consideration, which consideration shall belong to the F.C.I.A., as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to: Water System, Natural, Liquified or Manufactured Gas system, Electrical System, Telephone System, Antenna Television Transmission and

Distribution Facilities and System. In the event the F.C.I.A. elects to furnish any of the utility services aforesaid, it may organize a company, or companies, to furnish such utility services, and shall have the right to enter into agreements with such company or companies to furnish the utility services reserved, or any of them, even though such company or companies so organized shall be wholly or partially owned by 'F.C.I.A. Nothing herein contained shall be construed or interpreted as an obligation on the part of the F.C.I.A. to provide the utilities reserved, although the F.C.I.A. will use its best efforts consistent with economic feasibility to so provide same.

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ARTICLE IX

A. Architectural Control

1. No building fence, wall, improvements, disposal of facility or other structure shall be commenced or erected upon the Property nor shall any alterations be made until the plans and specifications showing the shape, height, materials and location have been submitted in writing to the Board, or its representatives, and approved in writing. If the Board or its representative fails to approve/disapprove such design and location within 30 days after submission, then plans are automatically approved.

ARTICLE X

A. Exterior Maintenance

1. In the event the owner of any lot or living unit shall fail to properly provide for exterior maintenance as to the buildings or grounds, F.C.I.A. may, but shall not be obligated to provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.
2. F.C.I.A. shall bill the lot owner or living unit for the exterior maintenance performed. If lot owner fails to make payment, a lien may be made against the Property.
3. For the purpose solely of performing the exterior maintenance authorized by this article, F.C.I.A. through its respective duly authorized agents or employees shall have the right, after reasonable notice to owner, to enter upon any lot or exterior of any living unit between the hours of 0800 and 1700 on any day except Sunday.

ARTICLE XI

A. Protective Restrictions

1. Attached hereto as 'Exhibit A' and 'Exhibit B' and incorporated herein by reference as fully as though set forth word for word are protective restrictions covenants. Such covenants are considered to be part of the 'Declaration' and shall apply to and bind all of the Property.

ARTICLE XII

A. Duration, Amendment and Supplements

1. Whether or not specified in the deed these by-laws are binding on all lot owners.

2. These by-laws shall continue with full force and effect until the 1st day of May, 1998, after which time they shall be automatically extended for successive periods of ten years unless any instrument signed by two-thirds of the lot owners has been recorded agreeing to change said by-laws in whole or in part.
3. The size of the Property may be increased from time to time by filing in the Deed records of the County Clerk's Office, Real County, Texas, of a similar set of Declarations providing for the payment of Annual Charges to F.C.I.A. at the rate then in effect, and provided F.C.I.A. adopts the additional Property by resolution of its Board of Directors. No one other than the F.C.I.A. shall have the right to place additional lands under the covenants and restrictions or to cause additional lands to be entitled to the benefits arising hereunder unless the F.C.I.A. shall agree in writing that such additional lands may be included hereunder.

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ARTICLE XIII

A. Miscellaneous

1. No change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.
2. Where there is a conflict between these by-laws and any other document, letter, memoranda or minutes, these by-laws shall take precedence.
3. The determination of any court that any provision of the Declaration is unenforceable or void shall not affect the validity of any of the other provisions hereof.
4. F.C.I.A. shall be empowered to assign its rights hereunder to any successor governmental body or non-profit membership corporation hereinafter referred to as 'Successor Corporation' and, upon such assignment the Successor Corporation shall have the rights and be subject to all the duties of F.C.I.A. hereunder and shall be deemed to have agreed to be bound by all the provisions hereof, to the same extent as if the Successor Corporation had been an original party instead of F.C.I.A. and all references herein to the 'Board' shall refer to the Board of Directors of said Successor Corporation. Any such assignment shall be accepted by the Successor Corporation under written agreement pursuant to which the Successor Corporation expressly assumes all duties and obligation of F.C.I.A. hereunder. If for any reason F.C.I.A. shall cease to exist without having first assigned its rights hereunder to a Successor Corporation, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue, and any owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a non-profit membership corporation and assigning the rights of F.C.I.A. hereunder with the same force and effect, and subject to the same conditions, as provided in this article with respect to an assignment and delegation by F.C.I.A. to a Successor Corporation.
5. All titles or headings of the Articles herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof. All references to a singular term shall include the plural where applicable.
6. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure by the F.C.I.A. or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
7. When camping on a lot, a self-contained sanitary facility must be available.

Frio Community Improvement Association, Inc.
By-Laws
Real County, Texas

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Board of Director, F.C.I.A. [Signature] CLYDE E. NOCHAM
Signature Print Name

STATE OF TEXAS)
COUNTY OF REAL)

This instrument was acknowledged before me on the 15th day of April, 2011 by the above signed business agent of the Frio Community Improvement Association, Inc. [Signature] ANNE M. GUINN
MY COMMISSION EXPIRES January 25, 2012

Board of Director, F.C.I.A. [Signature] BONNIE SHARRAR
Signature Print Name

STATE OF TEXAS)
COUNTY OF REAL)

This instrument was acknowledged before me on the 19th day of April, 2011 by the above signed business agent of the Frio Community Improvement Association, Inc. [Signature] ANNE M. GUINN
MY COMMISSION EXPIRES January 25, 2012

Board of Director, F.C.I.A. [Signature] NORMA
Signature Print Name

STATE OF TEXAS)
COUNTY OF REAL)

This instrument was acknowledged before me on the 19th day of April, 2011 by the above signed business agent of the Frio Community Improvement Association, Inc. [Signature] ANNE M. GUINN
MY COMMISSION EXPIRES January 25, 2012

Board of Director, F.C.I.A. [Signature] ESSIE LEWIS
Signature Print Name

STATE OF TEXAS)
COUNTY OF REAL)

This instrument was acknowledged before me on the 21st day of April, 2011 by the above signed business agent of the Frio Community Improvement Association, Inc. [Signature] ANNE M. GUINN
MY COMMISSION EXPIRES January 25, 2012

Board of Director, F.C.I.A. [Signature] EDWIN MACK
Signature Print Name

STATE OF TEXAS)
COUNTY OF REAL)

This instrument was acknowledged before me on the 21st day of April, 2011 by the above signed business agent of the Frio Community Improvement Association, Inc. [Signature] ANNE M. GUINN
MY COMMISSION EXPIRES January 25, 2012