

**RESTRICTIONS, COVENANTS AND RESERVATIONS OF
ENCHANTED RIVER ESTATES, INC.**

THE STATE OF TEXAS

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BANDERA

WHEREAS, ENCHANTED RIVER ESTATES, INC., a Texas Corporation, of Brown County, Texas, is the owner of the land described herein, and

WHEREAS, the purpose of this subdivision is to give the maximum suburban outdoor enjoyment in a strictly private environment at a reasonable cost with total control ultimately to be vested in the purchasers. The following restrictions are placed on this subdivision, not as a hindrance, but for the total improvement of the property and the enhancement of its value.

1) The use of all lots is hereby restricted as follows:

a. **SECTION 1.** The minimum square footage on all conventional homes or doublewide mobile homes shall be a minimum of 1,000 square feet **living area**. Singlewide mobile homes are not permitted. The 1,000 square feet **EXCLUDES** any porches or garages.

SECTION 2. The minimum square footage on all conventional homes or mobile homes (including single-wide mobile homes) is 700 square feet, living area. The 700 square feet **EXCLUDES** any porches or garages.

b. All conventional homes, singlewide mobile homes, doublewide mobile homes or modular homes must be approved by the Architectural Control Committee **BEFORE** being moved onto any lot in Enchanted River Estates. Singlewide mobile homes and doublewide mobile homes must be factory built and **CANNOT BE MORE THAN 5 YEARS OLD** or approved by the majority of Board Members.

c. Any mobile or modular home placed on a lot must have an underpinning of approved material installed with (3) months from move in date.

2) Section I consists of the following numbered lots:
Block I, Lots 1 through 110, 45A, 46A, 47A, 48A, and 49A;
Block II, Lots 1 through 73;
Block III, Lots 1 through 16.

Section II consists of the following numbered lots:

Commercial lots consist of the following numbered lots:
Section I, Block 1, Lots 1, 2, 3, 4, and Lots 108, 109, 110.

In Section I, the following lots shall be designated as pedestrian right of ways: Block 1, Lots 25, 36, 37, 38, 45A, 46A, 47A, 48A and 49A.

A forty (40) foot pedestrian easement designated as a bridle trail shall include all lots in Section I, Block 1, Lots 3 through 60. Lots along this easement are private property and **NO MOTOR VEHICLE OF ANY KIND** is allowed on this easement with the exception of those property owners whose lot or lots are located on and along the easement. Easement property owners should only drive on the easement to go to and from their lots. People who do not live in the subdivision are never allowed on the easement unless accompanied by a property owner in good standing. The Easement shall not be used for disposing of trash or litter. The Easement is designated as a **PEDESTRIAN WALKWAY** for use by all **property owners and their guests** in Enchanted River Estates, Section I and II. Property owners or renters who do not own a lot or lots along the pedestrian easement are not allowed to camp, picnic, build fires, cut trees, drive a vehicle, or damage property along the pedestrian easement.

Section I, Block 1, Lots 39 through 49 and Lots 65 through 82 shall be designated for family dwellings, not condos or duplexes.

The following lots shall be designated for future drilling sites: Section I, Block 1, Lots 104, 105, 106, 107; Section I, Block 2, Lots 21 and 53; Block II, Lots 6, 7 and 8.

Section II, Block 2, Lot 55 is a pedestrian easement.

Section II, Block 2, Lot 1 through 37 shall be designated for family dwellings, not condos or duplexes.

3) Construction or Placement of Structures

a) A storage building, or a home may be placed or built on all lots, however, the following structures will not be allowed. Outhouses or privies, no shacks, streetcars, buses, vehicles or any other structures that might constitute a public nuisance including inferior or non-conforming type structures. These structures should have plans submitted with beginning and ending dates, and approved by the Architectural Control Committee.

b) All construction must be completed within six (6) months after receiving approval from the Architectural Control Committee. If not, then you

- 4) There is a five (5) foot utility easement reserved along all lot lines, however, if two or more adjoining lots are owned by one individual, then the utility easement will be reserved only along the perimeter property line of all adjoining lots owned by the same individual. All houses, mobile homes and other structures erected on any lots will observe a minimum set-back of ten (10) feet from front property lines and five (5) foot set-back on each side of the property lines, however, the owner of two or more adjoining lots shall observe the ten (10) foot set-back from the perimeter property line only. It is permissible to fence all property lines with the understanding that there is a five (5) foot utility easement, and when necessary, lot owners may be required to remove a fence or gate to allow the utility companies access to install or maintain their cables and equipment. All fences must be approved by the Architectural Control Committee. Not barbed wire, net wire, hog wire, chicken wire, or other similar wire may be used.
- 5) Household pets may be kept on any lot if the property owner lives there. There shall be a maximum of (3) outside pets per household. All pets must be kept on the owner's property in a manner not to be offensive to others in the subdivision. Household pets shall not be kept, raised or bred for commercial purposes. It is illegal to have animals that disturb the peace of a neighbor by barking, running loose, or being a nuisance in general. All animals must be leashed or confined when off owner's property. Offenders may be brought to court and fined according to the offence.
- 6) Storing of any unsightly items on property,
 - a) Junk cars, rubbish, or anything of an unsightly nature as determined by the Home Owners Association board members may not be kept or stored on any lot.
 - b) Building materials may not be stored on any lot prior to receiving a building permit from the Architectural Control Committee. An approximate start date should also be furnished to, and approved by the committee.
 - c) Any vehicle stored on a lot without a current state inspection sticker shall be considered junk or unsightly and must be removed from the premises. If it is necessary for the Home Owners Association to have the vehicle removed, all costs both legal and real, for the removal, will be charged to the property owner. If the property owner does not pay for the cost of removal the Property Owners Association shall file a lien against the property in the amount charged for the vehicle removal.
- 7) Camping is allowed in parks and common areas with the exception

owner for extended stays shall be viewed as taking residence in the recreational vehicle and will not be permitted.

- a) Only property owners who have established a residence in a conventional home or a mobile home may keep a recreational vehicle on their property, however, it cannot be used as a principal place of residence. Recreational vehicles are not to be stored on empty lots.
 - b) If a property owner wishes to live in a recreational vehicle, on their property, while their principal residence is being constructed they must first secure approval from the Home Owners Association. The time period for this arrangement should not exceed (6) months and the property owner shall not move their recreational vehicle onto the property before construction begins.
- 8) No vacant lot or portion of any vacant lot shall be used for miscellaneous storage, or as a dumping ground for trash, rubbish, or garbage.
- 9) No lot or part of any lot shall be used as a street, access road or public thoroughfare, without prior written consent of the undersigned, its heirs or assigns.
- 10) Enchanted River Estates Property Owners Association will collect assessment dues and remittance will be mailed to P.O. Box 1944, Bandera, TX 78003. Association dues are \$70 per year. This assessment is due to be paid January 1st of each year. Any property owner purchasing more than three (3) lots after the date of this document shall pay \$70.00 (or whatever the current assessment is) for **EACH AND EVERY LOT** they own. Lots purchased prior to October 2008, will be grand-fathered. A late fee of \$10.00 per month shall be assessed to all property owners who do not pay the assessment dues by July 1st of each calendar year. In the event such assessment is unpaid before July 1st it shall be considered delinquent and an assessment lien shall be placed against the property. Such lien shall be junior to any purchase money loan, or interim construction loan, or permanent loan for any dwelling on said lot or lots.
- 11) For sale signs may be placed on any lots. The sign must be a like size and color as property owner sold signs.
- 12) If the owner of any lot in the subdivision, or any other person shall violate any of the covenants and restrictions herein, it shall be lawful for the EREPOA or any other person or persons owning any real property in the subdivision to prosecute any proceedings at law or

- 13) Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in nowise effect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.
- 14) Bandera County will have the right to enforce all Enchanted River Estates restrictions.
- 15) All roads are dedicated to the property owners in Enchanted River Estates. These **ARE NOT PUBLIC ROADS THEY ARE PRIVATE ROADS**. Enchanted River Estates Property Owners Association is responsible for the maintenance. Therefore, these roads are not for public use.
- 16) No lot owner in the subdivision shall drill a water well.
- 17) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or the subdivision. No person shall discharge any gun, pistol or firearm activated by a Carmon cracker or torpedo as the same are defined by the laws of the State of Texas. No person shall discharge fireworks of any kind on, over, or across any lot, street, or easement within the subdivision.
- 18) No livestock or poultry of any kind may be kept on any track within the subdivision. This includes, but is not limited to: horses, goats, sheep, hogs, mules, cattle, donkeys, chickens, ducks, etc.

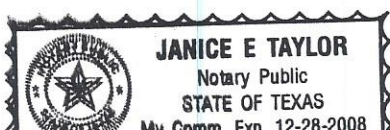
ENCHANTED RIVER ESTATES, INC.

By: Lawrence Tucker
Lawrence Tucker, President

THE STATE OF TEXAS §
COUNTY OF BANDERA §

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence Tucker, President of ENCHANTED RIVER ESTATES, INC. a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th of November 2008.



Janice E Taylor
Notary Public, Bandera County, Texas

THE STATE OF TEXAS

COUNTY OF BANDERA

§ KNOW ALL MEN BY THESE PRESENTS

**RESTRICTIONS, COVENANTS AND RESERVATIONS OF
ENCHANTED RIVER ESTATES, INC., SUBDIVISION**

WHEREAS, ENCHANTED RIVER ESTATES, INC. a Texas corporation, is the owner of all that certain tract of land described in a Warranty Deed from Texas First Mortgage REIT to Enchanted River Estates, Inc. dated May 11, 1979 and recorded in Volume 189, Page 434-439, Deed Records of Bandera, County, Texas, to which legal description contained in said deed reference is here made for a more complete description, and;

WHEREAS said corporation has caused said land to be sub-divided, platted, and does desire to place restrictions, conditions, and covenants on said land as subdivided;

NOW THEREFORE, ENCHANTED RIVER ESTATES, INC. does hereby file its said restrictions, conditions and covenants which shall be covenants running with the land, for the benefit of future lot owners, and shall be binding on their heirs, assigns, and successors forever.

DATED this 11th of November 2008.

ENCHANTED RIVER ESTATES, INC.

By: Lawrence Tucker
Lawrence Tucker, President

THE STATE OF TEXAS
COUNTY OF BANDERA

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned FIRST NATIONAL BANK at Brownwood, has a lien by virtue of a Deed of Trust from ENCHANTED RIVER ESTATES, INC., to said FIRST NATIONAL BANK at Brownwood, dated May 1, 1979, which is duly recorded in Volume 60, Page 829, of the Deed of Trust Records of Bandera County, Texas, and

WHEREAS, the property is currently owned by ENCHANTED RIVER ESTATES, INC., a Texas Corporation, and said corporation does and has subdivided the property in accordance with a map or plat of said land on which FIRST NATIONAL BANK at Brownwood holds a Deed of Trust, all in accordance as surveyed by Charles Polaski, a registered public surveyor of Richland Springs, Texas;

NOW THEREFORE, the said FIRST NATIONAL BANK at Brownwood does hereby agree and consent to the subdivision of said land, hereby agreeing to the dedication of the roadways and easements as shown on said plat, and in all things consenting to said re-subdivision as shown by said plat and agrees to subordinate its Deed of Trust lien insofar as the public dedication of roadways, easements and parks is concerned.

DATED this the 5th day of May, 1980.

FIRST NATIONAL BANK AT BROWNWOOD

By: *Jack Pilon*

JACK PILON,
Chairman of the Board

THE STATE OF TEXAS
COUNTY OF BROWN

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BEFORE ME, the undersigned authority, on this day personally appeared JACK PILON, Chairman of the Board of FIRST NATIONAL BANK AT BROWNWOOD, a corporation, known to me to be the

THE STATE OF TEXAS
COUNTY OF BANDERA

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KNOW ALL MEN BY THESE PRESENTS:
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WHEREAS, the undersigned, FIRST NATIONAL BANK at Brownwood, has a lien by virtue of a Deed of Trust from ENCHANTED RIVER ESTATES, INC., to said bank dated May 1, 1979, which is duly recorded in Vol. 60, Page 829, of the Deed of Trust Records of Bandera County, Texas, and

WHEREAS, the property has been subdivided, ~~and~~ *into Two Sections, AND*

WHEREAS, said corporation desires to place restrictions, covenants and reservations of record covering the above-described land as platted;

NOW, THEREFORE, the said FIRST NATIONAL BANK at Brownwood does hereby agree and consent to the restrictions, covenants and reservations of ENCHANTED RIVER ESTATES, Sections I & II INC., attached hereto to be made a part hereof as though the same were copied herein in full, in all things consenting to said restrictions, covenants and reservations aforesaid, and does hereby agree to and does in fact subordinate its deed of trust lien insofar as the public dedication or insofar as the dedication of restrictions, covenants and reservations of ENCHANTED RIVER ESTATES, INC., as shown by that attached hereto.

DATED this the 5th day of May, 1980.

FIRST NATIONAL BANK AT BROWNWOOD

By: *Jack Pilon*
JACK PILON,
Chairman of the Board

THE STATE OF TEXAS
COUNTY OF BROWN

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BEFORE ME, the undersigned authority, on this day personally appeared JACK PILON, Chairman of the Board of FIRST NATIONAL BANK AT BROWNWOOD, known to me to be the person and

Enchanted River Estates, Inc.
Section One

Field Notes

The State of Texas:
County of Bandera :

All that certain 79.16 acre tract of land out of Survey No. 58, B. Ruiz and Survey No. 57, S. G. Brill, situated in Bandera County, Texas, being part of that certain 90.71 acre tract of land described in Consolidated Actions No. 237, F. L. R. Corporation vs Bill Blodgett, Trustee, Texas First Mortgage, Reit et al and recorded in Volume 162, page 757 of the Deed Records of Bandera County, Texas, and described as follows:

Beginning at an iron rod set in the south right of way line of Highway No. 16, for the SW corner of this tract, from which the present SW corner of said 90.71 acre tract bears N 86° 35' W, 98.3', N 88° 36' W, 194.8', S 87° 22' W, 194.0', S 83° 20' 30" W, 194.3', S 79° 20' W, 194.5' and S 71° 13' W, 130.9', from said point of beginning the NW corner of Survey No. 35, William Kelly bears S 32° 50' E, 2199.3';

Thence along the south line of said Highway No. 16 as follows, S 86° 35' E, 265.3', to an iron rod, S 85° 41' 30" E, 479.3' to an iron rod set in a fence line for the NE corner of this tract;

Thence S 23° 18' E along a fence line, 97.8' to an iron rod set at a fence corner post for a corner of this tract;

Thence along a fence line as follows: S 09° 14' E, 24.4', S 11° 10' W, 93.7', S 52° 58' E, 49.7', S 71° 54' E, 72.7', S 46° 23' E, 114.6', S 32° 03' E, 216.8', S 30° 51' E, 220.1', S 34° 48' E, 81.2', S 42° 35' E, 121.7', S 58° 45' W, 12.7', S 46° 06' E, 131.9', S 48° 28' E, 144.5', S 56° 30' E, 125.9', S 59° 40' E, 106.9' to an iron rod set at a fence corner, S 44° 23' E, 283.3' to an iron rod set at a fence corner, S 54° 45' E, 222.5' to an iron rod set at a fence corner, S 69° 19' E, 435.9' to an iron rod set at a fence corner, S 76° 54' E, 584.0' to an iron rod set at a fence corner, S 59° 07' E, 454.8' to an iron rod set at a fence corner, N 17° 27' E, 56.9' to an iron rod set at a fence corner and N 45° 59' E, 69.3' to a spike set in a 33" cypress tree on the south bank of Bandera Creek for a corner of this tract;

Thence S 73° 10' E along the south bank of said creek, at 95.6' pass an iron rod set on the northwest bank of the Medina River, continuing in all 151.15' to a point in the approximate center of said river for the NE Corner of this tract;

Thence up the center of said river and its meanders as follows; S 42° 40' W, 245.83', S 22° 19' W, 145.67', S 19° 48' E, 107.14', S 35° 08' W, 237.76', S 45° 48' W, 304.16', S 54° 01' W, 172.26', S 62° 39' W, 204.9', N 89° 26' W, 215.68', N 80° 23' W, 173.68', N 64° 23' W, 180.83', N 64° 22' W, 180.06'

Enchanted River Estates, Inc.
Section Two

Field Notes

The State of Texas:
County of Bandera :

"All that certain 75.30 acre tract of land out of Survey No. 35, William Kelly, situated in Bandera County, Texas, being part of that certain 76.419 acre tract of land described in Consolidated Actions No. 237, F. L. R. Corporation vs Bill Blodgett, Trustee, Texas First Mortgage, Reit et al and recorded in Volume 162, page 757 of the Deed Records of Bandera County, Texas and described as follows:

Beginning at an iron rod set at a fence corner post at the SW corner of said 76.419 acre tract, for the SW corner of this tract, from which the NW corner of Survey No. 35, William Kelly bears N 40° 04' E, 1897.3' and N 29° 02' W, 633.2';

Thence S 49° 55' W E along a fence line, 863.0' to an iron rod set at the west post of a gate for a corner of this tract;

Thence S 71° 41' E, 30.5' to an iron rod set at a fence corner post at the east end of said gate for a corner of this tract;

Thence S 53° 45' 30" E, along a fence line, 420.4' to an iron rod set at a fence corner post for a corner of this tract;

Thence S 68° 29' E, along a fence line, 394.7' to an iron rod set at a fence corner post at the SE corner of said 76.419 acre tract, for the SE corner of this tract;

Thence N 39° 59' E along a fence line, 2093.6' to an iron rod set at a fence corner post at an easterly corner of said 76.419 acre tract, for a corner of this tract;

Thence N 12° 03' E along a fence line, 257.3' to an iron rod set on the south bank of the Medina River, for the NE corner of this tract;

Thence up the south bank of the Medina River as follows: S 59° 17' W, 242.4', S 77° 20' W, 155.0', N 87° 03' W, 171.9', N 72° 07' W, 246.9', N 65° 29' W, 219.2', N 57° 52' W, 178.7', N 50° 16' W, 183.6', N 61° 55' W, 149.9', N 39° 08' W, 141.5', N 32° 59' W, 171.7', to the NW corner of this tract;

Thence S 40° 04' W, along a fence line along the west line of said 76.419 acre tract, 1897.3' to the place of beginning and containing 75.30 acres of land in area.