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**RESTRICTIONS and COVENANTS  
RIVER OAKS SUBDIVISION  
Units I, I Extension, II, III, IV, & IV Extension**

**I. Terminology**

1. "Association" shall mean and refer to Guadalupe River Oaks Property Owners Association.
2. "Board" shall mean those persons duly elected by the Association to serve as directors of the Board of the Association.
3. "Building Control Committee" – or "Committee" shall mean the Committee, as appointed by the Board, that will approve, or disapprove all construction in accordance with the restrictions and covenants.
4. "Commercial Vehicle" shall mean a vehicle used for business or trade that displays signage on the exterior of the vehicle.
5. "Common Area" shall mean Unit II, Lot P.
6. "Residential Structure" shall mean a building which is, or could be, inhabited and has an approved water supply, electricity and living quarters that is the first structure constructed on a lot that meets the before mentioned conditions/improvements.
7. "GROPOA" shall mean Guadalupe River Oaks Property Owners Association.
8. "House Trailer, Mobile Home or Manufactured Housing" shall mean a structure designed for human habitation with a permanently attached undercarriage.
9. "Lot" shall mean and refer to any plot of land in the River Oaks Subdivision with the exception of the Common Area.
10. "Other Structures" means any structure other than the residential structure.
11. "Recreational Vehicles" shall mean any type of motor home, travel trailer, camper and/or other similar vehicle intended for recreational enjoyment other than those defined in number 8.

**II. Restrictions and Covenants**

1. Restrictions and Covenants. These restrictions are established for the mutual benefit of the owners. Said restrictions shall, as hereafter provided, be construed as covenants running with said land and binding upon all owners or purchasers of said property, their heirs, successors, executors, administrators, and assignees, as provided herein.
2. Non Commercial Use of Lots: None of said lots or the improvements erected thereon shall be used for any purpose other than a private single family residence. No activity, whether for profit or not, shall be conducted on any lot which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present. (b) no additional traffic is created, and (c) the activity is not inherently dangerous.

Home offices are specifically allowed so long as they meet the requirements of (a), (b), and (c) above. Further, restrictions (a) and (b) are waived in regard to the customary sales activities required to sell homes in the subdivision. Commercial Vehicles driven to and from residences shall be parked from view overnight. Commercial trailers/equipment used in a commercial business venture must also be parked/stored out of view from the streets within River Oaks Subdivision.

3. All residential structures, all additions, and other structures on each Lot shall be of new construction and architecturally in harmony with the primary residential building. No unpainted sheet metal or fiberglass structures shall be placed on any of said Lots for use as an accessory building. No house trailer, mobile home or manufactured housing may be placed, constructed or maintained on any said Lot. This restriction shall not prohibit recreational vehicles

4. Use of Temporary Structures: No structure of temporary character, whether house trailer, motor home, travel trailer, recreational vehicle, basement, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, except as provided below. No lot shall be used as a camping ground.

A. Temporary Residence - A property owner may use an RV camper, motor home, or recreational vehicle as his/her temporary residence for up to twelve (12) months during construction.

B. Temporary Guest Residence - An owner or guest may use an RV camper, motor home or recreational vehicle as guest accommodations for a period of up to twenty-one (21) consecutive days. The RV must be parked on a Lot, not a residential street when being used for guest purposes.

5. Structure of Residence, Garages, materials on walls, and fences:

A. Living Area - In no event shall any residence be erected on any said lots having a living area of less than:

a) Units I, I Extension, II, and III - One Thousand Four Hundred (1,400) square feet, exclusive of porches, garages, or other appendages.

b) Unit IV and IV Extension - One Thousand Six Hundred (1,600) square feet, exclusive of porches, garages, or other appendages.

B. All garages or carports

a) Unit I, I Extension, III, IV, and IV Extension - Garages or carports constructed on any of said lots shall have a capacity of not less than two (2) standard-sized automobiles and shall not be designed as to face, or open to, the postal address street.

b) Unit II - Garages or carports constructed on any of said lots shall have a capacity of not less than two (2) standard-sized automobiles.

C. Masonry, rock or brick material.

a) Unit I, I Extension, II, III, IV Extension – A minimum of forty (40%) per cent of the outer walls of the residence and garage must be constructed of masonry, rock or brick material.

b) Unit IV – No minimum

D. Fences - All fences shall be maintained and function as in original state. All fences must be approved by the Committee.

a) Unit I, I Extension, II, IV, and IV Extension - No fence shall be higher than six (6') feet.

b) Unit III - No height requirements

#### 6. Building Control Committee - Units I, I Extension, II, III, IV & IV Extension

There is hereby established a Building Control Committee, herein referred to as "Committee". The Committee shall be comprised of no less than three (3) and no more than five (5) members appointed by the Board of Directors. Plans and specifications for any improvement to be built within the subdivision shall be submitted to the Building Control Committee. The Committee shall determine if the plans and specifications for any fence, residential structure, additions, or other improvement on any Lot comply with the requirements of these restrictions and will determine if the appearance, design, and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision. No construction may begin until a plot plan and specifications have been approved by the Committee. The Building Control Committee shall review the plans and specifications and render its decision within thirty (30) days of receipt of same. If the Committee fails to respond within this thirty (30) day period, then the plans and specifications shall be deemed approved on the thirty-first (31<sup>st</sup>) day after submission. If approval is granted, construction shall commence within six (6) months thereafter and, if not, said approval shall be automatically withdrawn. The building of any approved structure or additions must be completed within twelve (12) months of commencement of constructions.

#### 7. Structure setbacks, fence, and fence heights:

A. Unit I, I Extension – No residential structure shall be erected on any lot nearer than one hundred (100) feet from any street nor closer than fifty (50) feet from any other property line. Other structures shall not be erected on any lot nearer than one hundred (100) feet from any street nor closer than fifty (50) feet

from any side property line nor closer than twenty-five (25) feet from the rear property line.

**B. Unit II - No residential structure shall be erected on any lot closer than fifty (50) feet from any street nor closer than twenty-five (25) feet from any property line. Other structures shall not be erected on any lot nearer than fifty (50) feet from any street nor closer than twenty-five (25) feet from any property line.**

**C. Unit III, IV and IV Extension – No residential structure shall be erected on any lot nearer than one hundred (100) feet from any street nor closer than fifty (50) feet from any property line. Other structures shall not be nearer than one hundred (100) feet from any street nor nearer than twenty five (25) feet from any property line.**

**8. Animal Husbandry - Units I, I Extension, II, III, IV, & IV Extension**

No swine, of any type, may be permitted on any Lot.

**9. Outside Toilets, Septic and Sewage Disposal Systems**

No septic tank or sewage disposal system may be installed without prior approval of the proper governmental authorities. Use of temporary portable toilets for a construction site, parties, or similar events etc., is permitted so long as such temporary toilets are regularly maintained and removed within three (3) days of the activity requiring use. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

**10. Signs.**

No signs or advertising device may be displayed on any lot except in the event of sale or garage sale. There may be one "for sale" sign per Lot, said sign containing no more that six (6) square feet in size. Point of Information: political campaign signs are permitted under various governmental jurisdictions and are not subject to the covenant and restrictions.

**11. Garbage and Trash Disposal.**

No trash, garbage, construction debris, or other refuse may be dumped or disposed of or allowed to remain upon any Lot, vacant or otherwise. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements. No noxious or undesirable thing or use whatsoever shall be permitted on any lot. The Committee shall determine noxiousness or undesirability and its decision shall be conclusive on all parties reported to the Board for further actions.

**12. Subdividing of Lots.**

No Lot may be subdivided.

**13. Junked Motor Vehicles Prohibited.**

Abandoned or inoperative vehicles must not remain on any lot for a period of more than ten (10) days. Vehicles being restored shall be kept out of view from public streets.

**14. Automatic Renewal of Restrictions and Covenants.**

These Covenants shall be binding for a period of thirty (30) years from the date they are filed of record in the Official Records of Comal County, Texas, unless changed or amended as provided herein. Said Covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title of fifty-one (51%) percent of the Lots within a Unit as shown by the Deed Records of Comal County, Texas may amend or change said covenants in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the notarized signatures of the requisite number of record owners in the Unit in which the Lot or Lots exist; and the recording of same in the office of the County Clerk of Comal County, Texas. The successor instrument shall be submitted to the Board of Directors for validation of the legal record of owners' signatures of said Lots and the minimum fifty-one (51%) percent legal notarized signatures requirement. The President, Treasurer and Secretary of the Guadalupe River Oaks Property Owner's Association shall affix their signatures to said instrument, indicating validity of the instrument. Said instrument shall then be recorded in the Official Records of Comal County, Texas.

**15. Rights of Interpretation and Enforcement.**

Expressly reserved to the Board, Committee and its successors is the right to interpret any and all conditions, limitations, and restrictions contained in this document. The Board, Committee or any individual Lot owners may seek enforcement of these Restrictions in the District Courts of Comal County, Texas.

**16. Severability**

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability - or partial invalidity or partial unenforceability - of any provision or portion thereof, shall not affect the validity or enforceability of any other provision.

**17. Non-compliant Restrictions and Covenants**

The following procedure for securing variances from said RESTRICTION AND COVENANTS is hereby established. A variance shall be granted for any violation of the RESTRICTION AND COVENANTS of River Oaks Subdivision for the applicable Unit

April 4, 2009

upon the filing of a written notarized request signed by fifty-one percent (51%), or more, of the record lot owners in said Unit – one lot, one vote.

Such variance shall plainly state its nature, the lot or lots as to which it is applicable, the name or names of the record owners of such lot or lots and the restriction or covenant as to which variance shall apply. Such written request shall be signed by all record owners of each of such lots and the property description and the street address of such lots shall be stated with the signatures of the owners thereof. After authentication by GROPOA as specified in Article 14 of the Restrictions and Covenants, such variance petition shall be filed with the Deed Records of Comal County, Texas. This shall constitute a variance from such RESTRICTIONS AND COVENANTS thereafter. Previously approved variances remain in effect upon revision of the RESTRICTIONS AND COVENANTS of a Unit unless the specific lot, for which a variance was previously approved, is specifically identified with the specific variance being listed and identified as subject to being overturned. Any expenses associated with attaining a variance shall be the responsibility of the originating party.

#### **18. Restrictions and Covenants Violations**

All violations will be enforced effective the date of this document being recorded in the Official Records of Comal County, Texas

#### **19. Final Decision on Building Control Committee Recommendations**

In the event a Lot Owner and the Committee disagree on Restrictions and Covenants, the Lot Owner may request a decision by the Board. All decisions made by the Board are final unless a variance is approved by fifty one (51) per cent of the property owners of the applicable Unit.

July 29, 2010

**Change to Restrictions and Covenants  
River Oaks Subdivision Units 1, 1 Extension, II, III, IV, and IV Extension**

**Be it known:**

**That record owners of legal title voted by signing the changed Restrictions and Covenants in the presence of a Notary Public in accordance with paragraph 13 of:**

**Restrictions and Covenants, River Oaks Subdivision Unit I, volume 228 page 194, 195, No. 139677**

**Restrictions and Covenants, River Oaks Subdivision Unit 1 Extension, volume 228 page 194, 195 No. 139677**

**Restrictions and Covenants, River Oaks Subdivision Unit II, volume 251 page 418, 419, No. 1565001**

**Restrictions and Covenants, River Oaks Subdivision Unit III, volume 268 page 468, 469, No. 1693761**

**Restrictions and Covenants, River Oaks Subdivision Unit IV, volume 298 page 38, 39 No. 19116481**

**Restrictions and Covenants, River Oaks Subdivision Unit IV Extension, volume 316 page 441, 442, No. 204954.**

**Paragraph 13 of above referenced Restrictions and Covenants states: "The record owners of legal title of fifty-one (51%) per cent of the Lots as shown by the Deed Records of Comal County, Texas, may amend or change said covenants in whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and the recording of the same in the office of the County Clerk of Comal County, Texas."**

**Whereas, it is desired to change the above Restrictions and Covenants to consolidate the restrictions and covenants for the various units of River Oaks Subdivision into one document, to clarify terminology in the covenant and restrictions, to update the interpretation of some articles, and make minor changes as stated in the Restrictions and Covenants, River Oaks Subdivision, Units I, I Extension, II, III, IV, and IV Extension dated April 4, 2009, as hereby changed by signature of fifty-one (51%) of record owners of legal title of each unit.**

**Said Restrictions and Covenants, River Oaks Subdivision, Units I, I Extension, II, III, IV, and IV Extension dated April 4, 2009 do not grandfather any violations existing under previous Restrictions and Covenants if said restriction or covenant still exists in the revised/changed Restrictions and Covenants dated April 4, 2009.**

Any previous revision/amendment to the previous Restrictions and Covenants for an applicable unit that was passed in accordance with Section 13 of said Restrictions and Covenants for that particular unit shall remain in effect.

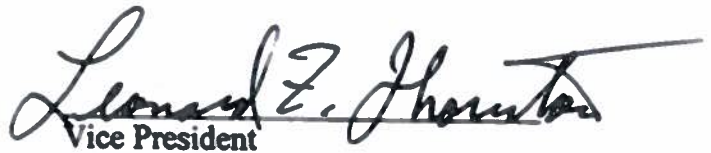
Signatures for verification of the 51% requirement were submitted and verified. Results of the verification are listed below:

Unit	Number Lot Owners Signing	Total Number of Lots	Percentage Signing
I	21	38	56.2
I Ext.	9	15	60.0
II	22	37	59.4
III	27	38	71.0
IV	15	29	51.7
IV Ext.	14	24	58.3

Signatures for each unit are attached.

Signatures were verified by the following officers of GROPOA Inc, P.O. Box 311042, New Braunfels, Texas 78131.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Treasurer