



Amended and Restated Declarations of Restrictions, Covenants and Conditions of the Rio Brazos Property Owners Association

This amended declaration is hereby adopted this 18th day of October 2014 by the Rio Brazos Homeowners Association (hereinafter referred to as the HOA). The restrictions, covenants and conditions described in this declaration shall be known as the CC&Rs for this residential community located in Parker County, Texas and shall be applicable to the lots described in Exhibit A and Exhibit B which are hereby attached.

This declaration is a restatement of the CC&Rs as last amended and ratified on July 1, 2010. The Rio Brazos Property Owners Association, Inc., a Texas Corporation, has adopted the CC&Rs by an affirmative vote of 67% of the property owners. This declaration is being restated to comply with those laws enacted by the 8th session of the Texas Legislature, effective as of September 1, 2013.

Article I
DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration (unless otherwise indicated) shall have the following meanings:

Section 1. "Association" shall mean and refer to the Rio Brazos Homeowner's Association, its successors and assigns.

Section 2. The "Properties" shall mean and refer to all existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration.

Section 3. "Common Properties" shall mean and refer to those areas of land intended to be devoted to the common use and enjoyment of the members of the Association, and shall include common fences and landscaping in and adjacent to public right-of-way maintained at the discretion of the Association for the common benefit of its members.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, with the exception of the Common Properties.

Section 5. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of the Properties.

Section 7. "Member" shall mean and refer to every person or entity that holds membership in the Association.

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Article II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a Lot that is subject to these CC&Rs shall be a member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof. Each Lot owner shall be entitled to one vote. Partial ownership of a lot shall constitute ownership as defined for voting purposes and payment of dues. Therefore, if you own one and one-half lots you will have two votes and pay dues for two lots.

Article III

PROPERTY RIGHTS IN COMMON PROPERTIES

Members' Rights of Enjoyment. Subject to these terms, conditions and provisions hereof, every Member shall have the right of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. Additionally, any members of his family, his guests, his tenants, or contract purchasers who reside on the property shall also have this right.

Article IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, all assessments as are fixed, established and collected from time to time as hereinafter provided. Such assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. This lien shall be subordinate to any purchase money lien held by a mortgagor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, and in particular for the improvement and maintenance of the Properties, including public right-of-way adjacent to the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Special Assessments for Capital Improvements. The Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of seventy-five (75%) percent of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purposes, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting for the purpose of the meeting.

Section 4. Duties of the Board of Directors. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of the Properties and assessments applicable therefore which shall be kept in the office of the Association, and shall be open to inspection by an Owner. Written notice of the initial assessment and of any subsequent changes therein shall be sent to every Owner subject thereto

The Association shall, upon demand, at any time furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the board for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

RATIFICATION AND AMENDMENT TO ORIGINAL DEDICATION AND RESTRICTIONS FOR RIO BRAZOS PROPERTY OWNERS ASSOCIATION, INC. SUBDIVISION, SECTION ONE:

The property owners do hereby impress all of the property included in such subdivision with the following restrictions:

1. All lots, save and except all of Block 1 and Lot 1A in Block 16, shall be known and described as lots for residential purpose only. Only one-family residence may be erected, altered, placed or be permitted to remain on any lot or any lot and adjoining fractional part of another lot. Said lots shall not be used for business purposes of any kind nor for any commercial, manufacturing or apartment house purpose. All structures must be built at the site; there shall be no mobile or modular homes.
2. No residence or other buildings of "box" or "sheet metal" construction nor any tent, house trailer, or mobile trailer shall be erected, placed or permitted to remain on any lot in the Subdivision, nor shall any structure of a temporary character be used at any time as a residence. This is specifically intended to prevent the construction of metal buildings of corrugated sheet iron or other homemade structure of metal to be used as storage buildings.
3. Camper trailers, campers, motor homes, and tents may be placed on any lot and used as a recreational facility on weekends, holidays and/or days that a person may be off during a

vacation period, and must be removed from the Subdivision at the end of these periods, i.e., when the user leaves, he or she must remove recreational equipment mentioned above. Provided however.

The use of such facilities may be used on any lot during the period of building a permanent residence and may be occupied at all times during this period. All of the above-mentioned facilities may be stored on any lot that has a permanent residence.

It is not meant to prevent storage buildings that are fabricated of aluminum or other metal which come in a kit form to be assembled by the purchaser. All such buildings must be placed on a permanent foundation, i.e., concrete slab or pier and beam, and must be approved by the architectural committee.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No building shall be nearer than five (5) feet to either side or rear property lines, and the minimum set-back of all buildings from the front property lines shall be twenty (20) feet.
6. Each residence located in block sixteen (16) of said subdivision shall contain not less than 868 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garages.
Each residence located in all other blocks shall contain not less less 750 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garages.
7. No building, structure or construction of any kind including but not limited to boat slip or other wet storage shall be constructed, erected or placed on any lot in this subdivision until the building plans, specifications and plot plans showing the location of said improvements have been submitted to and approved in writing by the Architectural Control Committee for the Subdivision. The original Architectural Control Committee will be composed of Charles M. Rawson, Robert P. Hollis and C.D. Feemster, each of the original members may designate an alternate member to serve in his place or in case of the death, inability to act of any member the remaining members may designate an alternate member. The Committee so constituted may at any time transfer all of the powers herein given to an Architectural Control Committee composed of owners of lots in the Subdivision duly selected by a democratic process by all such lot owners.
8. Exterior walls of all buildings and improvements shall be constructed of masonry, wood or other commercial siding approved by the Architectural Control Committee provided that all wood surfaces and cement block surfaces shall be painted with at least two coats of good quality paint. Metal roofs shall be allowed subject to the following conditions: R-panel or standing seam if approved by the Architectural Committee.
9. All exterior walls must be completed and painted as required and roof must be completed within 180 days after the start of construction. Outside storage of building supplies on any lot in this Subdivision shall be permitted only during said 180 day construction

period. Homes damaged by fire, flood, tornado, or any other disaster shall be treated as new construction and shall be repaired in 180 days.

10. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the specifications of the Brazos River Authority and/or State and Local Health authorities and no "outside" or surface toilets shall be permitted under any circumstances.
11. All lavatories, toilets and bath facilities shall be completely installed before the residence is occupied.
12. No pits, holes or other excavations shall be dug on any lot in the Subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and removed weekly. There shall be no burning of trash.
13. No old or existing houses or prebuilt or prefabricated house or structure shall be moved or platted or maintained on any lot in the Subdivision without written approval of the Architectural Control Committee.
14. No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits or other animals for commercial purposes, or as a place for keeping horses, mules, cattle, chickens, guineas, pot-belly pigs or other animals, provided that the occupants of each residence may keep the usual and customary domestic animals as "pets" but no commercial cat or dog kennel shall be permitted.
15. No Billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained, or permitted to remain on any residential lot of the Subdivision; except that one (1) sign containing not more than three (3) square feet of surface area may be displayed for the sale of a dwelling house and lot, but only after the construction of the dwelling house has actually been started. No such signs of unimproved lots shall be permitted.
16. No water well shall be drilled upon any of said numbered lots by the owners thereof for one (1) year hereof, not so long thereafter as water for domestic uses shall otherwise be available to the owners of said lots; but nothing herein contained shall be construed as prohibiting the said Developer, its successor, assigns or nominees, from drilling a well or wells on the reserved area or any lot of said Subdivision for the purpose of supplying water to the owners of any property in said Subdivision or in any addition thereto.
17. Each lot in said Subdivision sold by Developer, its successor or assigns shall be subject to an assessment of \$2.00 per foot for frontage along the front property lines for the purpose of bringing water to each lot. The assessment shall become due and payable to the Developer, its successor or assigns, at the time the water supply is made available to said property and when a water line has been constructed in the street and/or easement running by said lot and in the event the water line is in place and in service at the time of the sale the assessment shall be due at the time of the sale. However, the assessment in

either event may be paid at the end of the contract period without interest, provided, however, that a minimum of Fifty and no/100 dollars (\$50.00) must have been paid on said assessment before a tap-on can be secured. The assessment is secured by a lien on each of such lots.

18. An easement is reserved for utility installation and maintenance over the front five feet of each lot and over the street side five feet of each corner lot together with the additional easement areas depicted on said plat. Guy wires may be constructed where required on said Subdivision plat. There is also reserved in all of Block 16 the right to maintain existing surface drainage and the right to construct and maintain drainage structures and/or a boat launch across each area designed as "drainage easement."
19. Notwithstanding anything to the contrary contained herein, the Developer reserves for itself and its designated agent or agents the right to use any lot or lots for a temporary office location and the right to place a sign on any lot.
20. Each lot in the Rio Brazos sold by the undersigned, its successors or assigns, shall be subject to an annual maintenance charge which shall be determined and set by the Board on an annual basis and presented with the annual budget at the October meeting. The Board shall not be able to raise the annual assessment more than ten percent (10%) in any one year unless agreed by a majority of the owners present and voting at the annual meeting. This assessment shall be payable annually, for the purpose of creating a fund to be known as "Maintenance Fund" to be made by Rio Brazos Property Owners Improvement Association, and to be paid by the owners of the lot, the same to be secured by a Vendor's Lien upon said lot, and payable on the first day of January each year and late after March 1 of each year to Rio Brazos Property Owners Improvement Association, and its office in Parker County, Texas, or such other address as may be fixed, and said charge and lien are hereby assigned to the Association. Funds arising from said charge shall be applied toward the payment of expenses incurred in the maintenance and operation of Community improvements, civic betterments, and any other thing necessary or desirable in the opinion of the Association to keep the property maintained.
21. The owners of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, Developer, its successor or assigns may have the lot clean and the cost or expense thereof shall be payable by the owner of said lot to Developer, its successor or assigns. The Board of Directors may create a separate committee to oversee and enforce this restriction. Owners shall be given written notice of any infraction or issue at least 5 days prior to any action to provide them the opportunity to cure.
22. It is specifically pointed out that a release is on file in Volume 455, Page 370 of the Deed Records of Parker County, Texas releasing the Brazos River Authority from damages, if any should result from increased frequency or elevation of flooding of certain portions of Section One Rio Brazos Subdivision. Additionally, as to water front lots, it is specifically pointed out that an easement is on file in Volume 455, Page 386 of the Deed Records of Parker County, Texas in favor of Brazos River Authority providing for the impounding of

water up to the 693 foot contour. Section One Rio Brazos is subject to both said releases and said easement and each are covenants with the land forever.

23. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Subdivision whether by decent, devise, purchase or otherwise and any person by the acceptance of title to any lot of this Subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty five (25) years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for successive periods of ten (10) years unless, by a vote of sixty-seven percent (67%) majority of the then owners of the lots in said Subdivision (each lot having one (1) vote), taken prior to the expiration of said period and filed for record in said County, if it is to amend or release same.
24. If any person or persons shall violate or attempt to violate any of the restrictions and covenants hereon, it shall be lawful for any person or persons owning any lot in said Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate and such restrictions and covenants, either to prevent him or them from doing so or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and affect.

Restrictions for Section One
(Exhibit "A")

THE STATE OF TEXAS)
COUNTY OF PARKER)

RIO BRAZOS PROPERTY OWNERS ASSOCIATION, INC., A Texas Corporation, acting herein by and through its duly authorized officers, by an affirmative vote of 75% of the owners of the lots of that certain 84.17 acre tract of land being Rio Brazos Subdivision, Section 1, a part of the John H. Mills Survey, Abstract 855, Parker County, Texas, and being more fully described by meets and bounds as follows;

BEGINNING at the SW corner of the tract of land conveyed by George Carter to E.H. Grindstaff by Warranty Deed, dated October 16, 1946 and recorded in Vol. 209, Pg. 475, of the Deed Records of Parker County, Texas;
THENCE S. 89 deg. 11 min. W., with the general line of a fence, 4162.5 ft. to a point in the E.B. L. of an existing road;

THENCE N. 8 deg. 11 min. E. 111.96 ft. to a point for corner;
THENCE N. 2 deg. 36 min. E. 201.88 ft. to a point for corner;
THENCE N. 3 deg. 59 min. W. 272.17 ft. to a point for corner;
THENCE N. 10 deg. 44 min. W. 251.61 ft. to a point for corner;
THENCE N. 4 deg. 11 min. W. 110.17 ft. to a point for corner;
THENCE N. 5 deg. 38 min. E. 153.48 ft. to a point for corner;
THENCE N. 11 deg. 3 min. E. 146.58 ft. to a point for corner;
THENCE following the contour line, elevation 693 (Brazos River Authority Data) the following calls;

S. 50 deg. 54 min. E. 60.14 ft;
S. 73 deg. 04 min. E. 48.75 ft;
N. 63 deg. 56 min. E. 60.8 ft;
S. 83 deg. 0 min. E. 116.4 ft;
S. 76 deg. 22 min. E. 65 ft;
S. 80 deg. 23 min. E. 82.6 ft;
S. 87 deg. 43 min. E. 116.5 ft;
S. 78 deg. 26 min. E. 303 ft;
S. 81 deg. 08 min. E. 173.7 ft;
S. 76 deg. 18 min. E. 101.8 ft;
S. 82 deg. 16 min. 446.5 ft;
S. 85 deg. 25 min. E. 157 ft;
S. 82 deg. 55 min. E. 104.6 ft;
S. 87 deg. 12 min. E. 35 ft;
S. 81 deg. 54 min. E. 127.4 ft;
S. 83 deg. 16 min. E. 282.3 ft;
S. 79 deg. 53 min. E. 141.1 ft;
S. 83 deg. 52 min. E. 292 ft;
S. 75 deg. 38 min. E. 179.4 ft;
S. 69 deg. 39 min. E. 113.7 ft;
S. 82 deg. 53 min. E. 161.3 ft;
S. 76 deg. 0 min. E. 161.6 ft;
S. 77 deg. 01 min. E. 464 ft;
S. 86 deg. 21 min. E. 45.9 ft;
S. 83 deg. 56 min. E. 82.43 ft;
S. 34 deg. 8 min. E. 10.4 ft;
S. 78 deg. 23 min. E. 272.57 ft;
S. 81 deg. 7 min. E. 85.5 ft; to a point for corner;

THENCE S. 0 deg. 5 min. E. 471.45 ft. to the place of BEGINNING and containing 84.17 acres of land, more or less; to be known as Rio Brazos Subdivision in Parker County, Texas and does hereby dedicate to the public use, all of the streets and easements shown thereon forever, along with water pipelines, electrical lines and utility facilities, as shown on said plat. Additionally, as to each of those areas in Block 16 entitled "drainage easements" there is reserved the right to exclude the general public and to construct and maintain in connection with the drain, a boat launch.

**RATIFICATION AND AMENDMENT TO ORIGINAL DEDICATION AND
RESTRICTIONS FOR RIO BRAZOS PROPERTY OWNERS ASSOCIATION, INC.
SUBDIVISION, SECTION TWO:**

The property owners do hereby impress all of the property included in such subdivision with the following restrictions:

1. All lots, save and except Lot 4 in Block 18 and Lot 20 in Block 20, to which these ratifications shall not apply, shall be known and described as lots for residential purpose only. Only one one-family dwellings may be erected, altered, placed or be permitted to remain on any lot.
2. No shacks or unsightly structures or any tent, camp trailer or camper may be used as a residence. However, tents, camp trailers or campers may be used as a temporary facility with the provision that they not be permitted to remain on any lot for longer than (2) weeks for vacationing purposes. Any existing mobile home may continue to be used as a residence. If any mobile home is replaced then a recent photograph of same must be submitted to the Architecture Control Committee of Rio Brazos and approved by same. Any replacement shall be less than five years old and any mobile home being used as a residence must be enclosed around the bottom in a manner and with materials approved by the Architectural Control Committee.
 - a. Camper trailers, campers, motor homes, and tents may be placed on any lot and used as a recreational facility on weekends, holidays and/or days that a person may be off during a vacation period, and must be removed from the Subdivision at the end of these periods, i.e., when the user leaves, he or she must remove recreational equipment mentioned above.
 - b. The use of facilities mentioned in paragraph (a) above may be used on any lot during the purpose of building a permanent residence during the actual building process and may be occupied at all times during this period. All of the above-mentioned facilities may be stored on any lot that as a permanent residence.

A mobile home is defined as a unit, which meets all of the following criteria:

1. Designed, constructed and outfitted as a residence.
 2. Fixed, rigid wall and roof surfaces.
 3. Possesses one or more axles and associated wheels.
 4. Has fixtures, which allow towing by another vehicle during regular usage.
3. All lots must be kept in neat and orderly manner regardless of type of facility placed thereon.
 4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No building shall be nearer than five (5) feet to either side or rear property lines, and the minimum set-back of all buildings from the front property lines shall be twenty (20) feet.
6. Each residence of a permanent type erected on a permanent foundation in Section 2 shall contain not less than 750 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garages.
7. No building, structure or construction of any kind including but not limited to boat slip or other wet storage shall be constructed, erected or placed on any lot in this subdivision until the building plans, specifications and plot plans showing the location of said improvements have been submitted to and approved in writing by the Architectural Control Committee for the Subdivision. The original Architectural Control Committee will be composed of Charles M. Rawson, Robert P. Hollis and C.D. Feemster, each of the original members may designate an alternate member to serve in his place or in case of the death, inability to act of any member the remaining members may designate an alternate member. The Committee so constituted may at any time transfer all of the powers herein given to an Architectural Control Committee composed of owners of lots in the Subdivision duly selected by a democratic process by all such lot owners.
8. Exterior walls of all buildings and improvements shall be constructed of masonry, wood or other commercial siding approved by the Architectural Control Committee provided that all wood surfaces and cement block surfaces shall be painted with at least two coats of good quality paint. Metal roofs shall be allowed subject to the following conditions: R-panel or standing seam if approved by the Architectural Committee.
9. All exterior walls must be completed and painted as required and roof must be completed within 180 days after the start of construction. Outside storage of building supplies on any lot in this Subdivision shall be permitted only during said 180 day construction period. Homes damaged by fire, flood, tornado, or any other disaster shall be treated as new construction and shall be repaired in 180 days.
10. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the specifications of the Brazos River Authority and/or State and Local Health authorities and no "outside" or surface toilets shall be permitted under any circumstances.
11. All lavatories, toilets and bath facilities shall be completely installed before the residence is occupied.
12. No pits, holes or other excavations shall be dug on any lot in the Subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained as a

dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and removed weekly. There shall be no burning of trash.

13. No old or existing houses or prebuilt or prefabricated house or structure shall be moved or platted or maintained on any lot in the Subdivision without written approval of the Architectural Control Committee.
14. No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits or other animals for commercial purposes, or as a place for keeping horses, mules, cattle, chickens, guineas, pot-belly pigs or other animals, provided that the occupants of each residence may keep the usual and customary domestic animals as "pets" but no commercial cat or dog kennel shall be permitted.
15. No Billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained, or permitted to remain on any residential lot of the Subdivision; except that one (1) sign containing not more than three (3) square feet of surface area may be displayed for the sale of a dwelling house and lot, but only after the construction of the dwelling house has actually been started. No such signs of unimproved lots shall be permitted.
16. No water well shall be drilled upon any of said numbered lots by the owners thereof for one (1) year hereof, not so long thereafter as water for domestic uses shall otherwise be available to the owners of said lots; but nothing herein contained shall be construed as prohibiting the said Developer, its successor, assigns or nominees, from drilling a well or wells on the reserved area or any lot of said Subdivision for the purpose of supplying water to the owners of any property in said Subdivision or in any addition thereto.
17. Each lot in said Subdivision sold by Developer, its successor or assigns shall be subject to an assessment of \$2.00 per foot for frontage along the front property lines for the purpose of bringing water to each lot. The assessment shall become due and payable to the Developer, its successor or assigns, at the time the water supply is made available to said property and when a water line has been constructed in the street and/or easement running by said lot and in the event the water line is in place and in service at the time of the sale the assessment shall be due at the time of the sale. However, the assessment in either event may be paid at the end of the contract period without interest, provided, however, that a minimum of Fifty and no/100 dollars (\$50.00) must have been paid on said assessment before a tap-on can be secured. The assessment is secured by a lien on each of such lots.
18. An easement is reserved for utility installation and maintenance over the front five feet of each lot and over the street side five feet of each corner lot together with the additional easement areas depicted on said plat. Guy wires may be constructed where required on said Subdivision plat. There is also reserved in all of Block 16 the right to maintain existing surface drainage and the right to construct and maintain drainage structures and/or a boat launch across each area designed as "drainage easement." In addition, on lots 1,2,3,4,5,6and 7 in Block 20, a twenty

(20) foot wide easement along contour line 704 for the purpose of maintaining a common driveway as access to said lots.

19. Notwithstanding anything to the contrary contained herein, the Developer reserves for itself and its designated agent or agents the right to use any lot or lots for a temporary office location and the right to place a sign on any lot.
20. Each lot in the Rio Brazos sold by the undersigned, its successors or assigns, shall be subject to an annual maintenance charge which shall be determined and set by the Board on an annual basis and presented with the annual budget at the October meeting. The Board shall not be able to raise the annual assessment more than ten percent (10%) in any one year unless agreed by a majority of the owners present and voting at the annual meeting. This assessment shall be payable annually, for the purpose of creating a fund to be known as "Maintenance Fund" to be made by Rio Brazos Property Owners Improvement Association, and to be paid by the owners of the lot, the same to be secured by a Vendor's Lien upon said lot, and payable on the first day of January to Rio Brazos Property Owners Improvement Association, and its office in Parker County, Texas, or such other address as may be fixed, and said charge and lien are hereby assigned to the Association. Funds arising from said charge shall be applied toward the payment of expenses incurred in the maintenance and operation of Community improvements, civic betterments, and any other thing necessary or desirable in the opinion of the Association to keep the property maintained.
21. The owners of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, Developer, its successor or assigns may have the lot clean and the cost or expense thereof shall be payable by the owner of said lot to Developer, its successor or assigns. The Board of Directors may create a separate committee to oversee and enforce this restriction. Owners shall be given written notice of any infraction or issue at least 5 days prior to any action to provide them the opportunity to cure.
22. It is specifically pointed out that a release is on file in Volume 455, Page 370 of the Deed Records of Parker County, Texas releasing the Brazos River Authority from damages, if any should result from increased frequency or elevation of flooding of certain portions of Section one Rio Brazos Subdivision. Additionally, as to water front lots, it is specifically pointed out that an easement is on file in Volume 455, Page 386 of the Deed Records of Parker County, Texas in favor of Brazos River Authority providing for the impounding of water up to the 693 foot contour. Section One Rio Brazos is subject to both said releases and said easement and each are covenants with the land forever.
23. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Subdivision whether by descent, devise, purchase or otherwise and any person by the acceptance of title to any lot of this Subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

These covenants are to run with the land and shall be binding for a period of twenty five (25) years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for successive periods of ten (10) years unless, by a vote of sixty-seven percent (67%) majority of the then owners of the lots in said Subdivision (each lot having one (1) vote), taken prior to the expiration of said period and filed for record in said County, it is to amend or release same.

24. If any person or persons shall violate or attempt to violate any of the restrictions and covenants hereon, it shall be lawful for any person or persons owning any lot in said Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate and such restrictions and covenants, either to prevent him or them from doing so or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and affect.

Restrictions for Section Two
(Exhibit "B")

THE STATE OF TEXAS)
COUNTY OF PARKER)

RIO BRAZOS PROPERTY OWNERS ASSOCIATION, INC., A Texas Corporation, acting herein by and through its duly authorized officers, by an affirmation vote of 75% of the owners of the lots of that certain 47.25 acre tract of land being Rio Brazos Subdivision, Section 2, a part of the John H. Mills Survey, Abstract 855, Parker County, Texas, and being more fully described by metes and bounds as follows;

BEGINNING at a fence post, said point being at the SW corner of a 120 acre tract out of said Milee Survey, which was deeded to Wm. Barnett by P. Thorp, Recorded Page 11 Volume 498, Deed Records Parker County, Texas and by Barnett to D.W. McDonald, Recorded Page 152, Volume 5, Deed Records, Parker County, Texas;
THENCE N 0 deg. 25 min. W 120.5 ft. to an iron rod for a corner;
THENCE N 89 deg. 35 min. E 196.4 ft. to an iron rod for a corner;
THENCE N 70 deg. 58 min. E 102.5 ft, to an iron rod for a corner;

THENCE N 50 deg. 35 min. E 230 ft. to an iron rod for a corner;
THENCE N 3 deg. 59 min. W 291.05 ft. to an iron rod for a corner;
THENCE 10 deg. 44 min. W 246.92 ft. to an iron for a corner;
THENCE 4 deg. 11 min. W 120.08 ft. to an iron rod set for a corner;
THENCE N 5 deg. 58 min. E 162.6 ft to an iron rod set for a corner;
THENCE N 11 deg. 03 min. E 177 ft more or less to the South Bank of the Brazos River;
THENCE with the South Bank of the Brazos River the following calls; N61 deg. 53 min. W 106 ft more or less, N 74 deg. 57 min. W 238.69 ft, N 60 deg. 37 min. W 177.46 ft, N 69 deg. 16 min. W 103.56 ft., N 60 deg. 30 min. W 262.65 ft & N 73 deg. 17 min. W 136.97 ft. to a fence post corner.

THENCE with a fence the following calls:

S 0 deg. 52 min. W 217.88 ft;

S 0 deg. 37 min. W 140.25 ft;

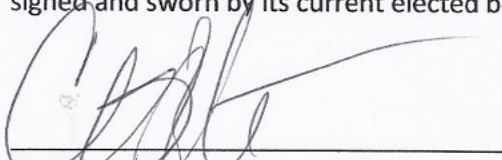
S 5 deg. 12 min. W 79.55 ft;

S 8 deg. 43 min. W 49.4 ft;

S 145 ft, S 1 deg. 20 min. E 701.6 ft;

S 1 deg. 03 min. E 511.28 ft. to the place of beginning and containing 47.25 acres of land, more or less; to be known as Rio Brazos Subdivision in Parker County, Texas and does hereby dedicate to the public use, all of the streets and easements shown thereon forever, along with water pipelines, electrical lines and utility facilities, as shown on said plat. Additionally, as to each of those areas in Block 16 entitled "drainage easements" there is reserved the right to exclude the general public and to construct and maintain in connection with the drain a boat launch.

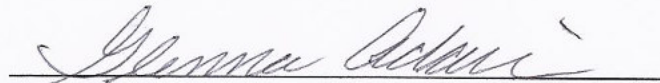
RIO BRAZOS PROPERTY OWNERS ASSOCIATION, INC., A Texas Corporation, acting herein by and through its duly authorized officers, by an affirmative vote of 67% of the owners of the lots, now on file in the office of the Property Owners Association as on October 18, 2014 hereby incorporate said document as signed and sworn by its current elected board members.

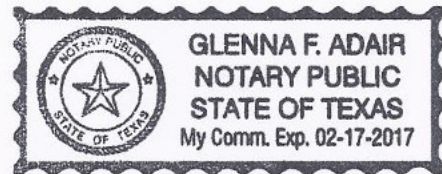

Christie Stewart, President

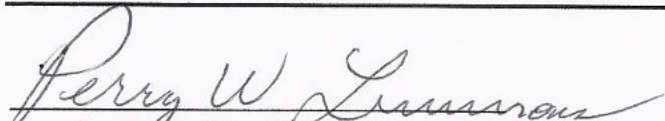
ACKNOWLEDGEMENT

The State of Texas §§
County of Parker §§

Subscribed and sworn to his/her personal knowledge and ability, before me on this 25th day of October 2014, by Christie Stewart.


Notary Public, State of Texas

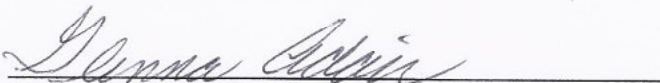


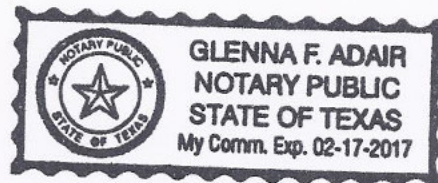

Perry Lemmons, Vice-President

ACKNOWLEDGEMENT

The State of Texas §§
County of Parker §§

Subscribed and sworn to his/her personal knowledge and ability, before me on this 24 day of OCTOBER 2014, by Perry Lemmons.


Notary Public, State of Texas



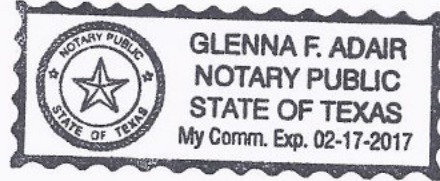
Kathy Jones
Kathy Jones, Secretary

ACKNOWLEDGEMENT

The State of Texas §§
County of Parker §§

Subscribed and sworn to his/her personal knowledge and ability, before me on this 25th day of October 2014, by Kathy Jones.

Glenna Adair
Notary Public, State of Texas



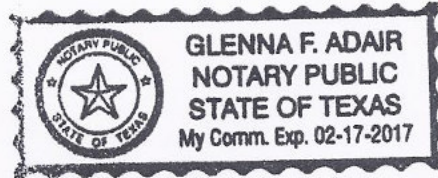
Judy Wallis
Judy Wallis, Treasurer

ACKNOWLEDGEMENT

The State of Texas §§
County of Parker §§

Subscribed and sworn to his/her personal knowledge and ability, before me on this 25th day of October 2014, by Judy Wallis.

Glenna Adair
Notary Public, State of Texas



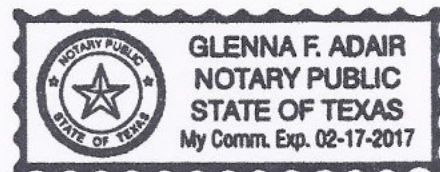
Nancy Hard
Nancy Hard, Director

ACKNOWLEDGEMENT

The State of Texas §§
County of Parker §§

Subscribed and sworn to his/her personal knowledge and ability, before me on this 24th day of October 2014, by Nancy Hard.

Glenna Adair
Notary Public, State of Texas



Teresa Steele

Teresa Steele, Director

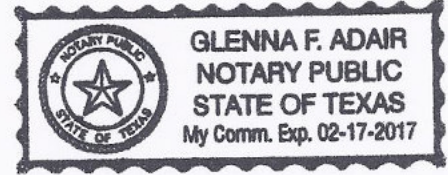
ACKNOWLEDGEMENT

The State of Texas §§

County of Parker §§

Subscribed and sworn to his/her personal knowledge and ability, before me on this 25th day of October 2014, by Teresa Steele.

Glenna Adair
Notary Public, State of Texas



Julie Grier
Julie Grier, Treasurer

ACKNOWLEDGEMENT

The State of Texas §§

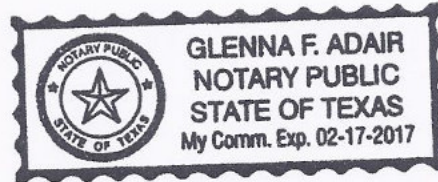
County of Parker §§

Subscribed and sworn to his/her personal knowledge and ability, before me on this 27th day of OCTOBER 2014, Julie Grier.

Glenna Adair
Notary Public, State of Texas

Return To:

Rio Brazos POA
101 E. El Camino Real
Weatherford Tx 76087



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Jeane Brunson

201421525
10/27/2014 03:45 PM
Fee: 95.00
Jeane Brunson, County Clerk
Parker County, Texas
RESTRICT