

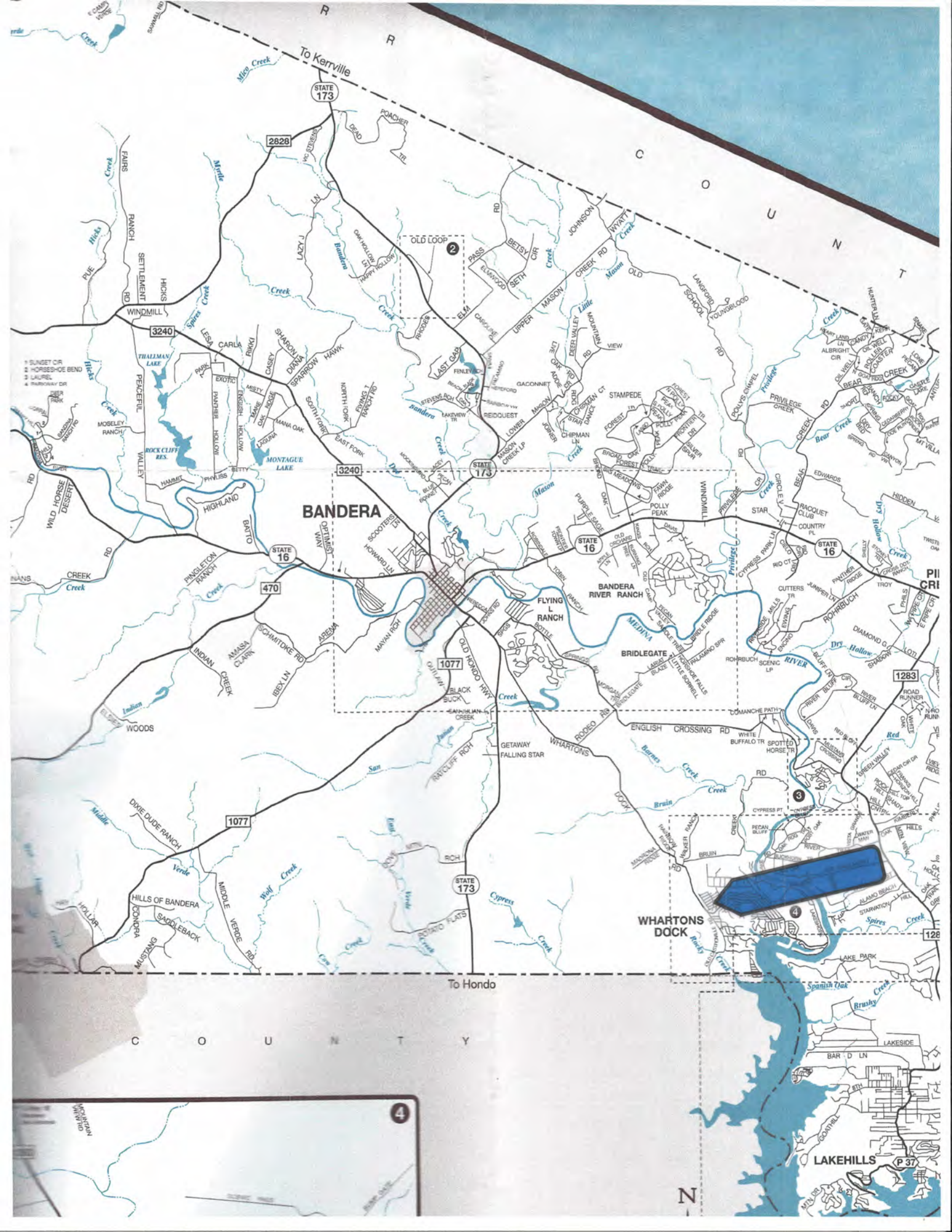
Bob Heyen Realty

235 19th St. P.O. Box 156
Hondo, TX 78861
Tel: (830) 426-4333
Fax: (830) 741-2080

Internet Address
www.bobheyenrealty.com
E-mail Address
bobheyenrealty@sbcglobal.net

- LOT SIZE:** Three lots of approximately 150' x 100' as a whole or a total of 0.345 acres, more or less.
Lot 672 is approximately 49.95' x 100.56'
Lot 673 is approximately 49.97' x 100.37'
Lot 674 is approximately 50.01' x 100.27'
- LOCATION:** The property is located approximately 8 miles S of Bandera off Whartons Dock Road, left on Scenic and then left on Hillside, lots will be on the left, all in Bandera County, Texas.
- LEGAL:** Medina Hills Harbor, Block 1, Lots 672, 673, 674.
- PRICE:** \$35,500.00.
- TERMS:** Cash to seller or third party financing.
- SCHOOL:** Bandera I.S.D.
- TAXES:** Annual property taxes are approximately \$622.77.
- UTILITIES:** There are no utilities on site; however, the neighborhood offers a water system, Buyer will have to get electricity and a septic is required.
- REMARKS:** This is a unique opportunity to purchase a larger lot space for your residence or weekend get-a-way close to Medina Lake!! The lots are mostly level and have been recently cleared of underbrush leaving a beautiful canopy of Oaks creating a beautiful backdrop! Minimum HOA restrictions provide lots of possibilities for your needs. Manufactured, modular and tiny homes are allowed! The neighborhood offers many amenities including a park/ playground, pool and Medina Lake access! You are also just a short drive to Bandera!!

Although the broker has used reasonable care in obtaining data and making estimates and projections based upon that data, this material is submitted without representation or warranty. Generally, a substantial portion of information must be obtained from sources other than a broker's actual knowledge, and not all sources can be absolutely confirmed. Moreover, all information is subject to changes by the owner as to price or terms, to prior sale or lease, to withdrawal of the property from the market and to other events beyond the control of the broker. No representation is made as to the value of this possible investment; and the broker urges that you consult your business, tax and legal advisors before making a final determination.



BANDERA

WHARTONS DOCK

LAKEHILLS

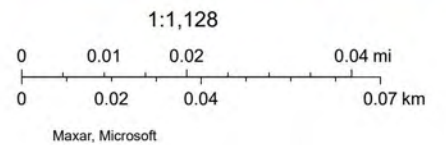
- 1 SUNSET CIR
- 2 HORSESHOE BEND
- 3 LAUREL
- 4 HARBORWAY DR

4

P 37



- Parcels
- Subdivisions



MANSFIELD SURVEYING
 P.O. BOX 3111
 BANDERA, TX 78003
 830-688-2786

SURVEY OF
LOTS 672, 673 & 674
BLOCK 1 MEDINA HILLS HARBOR SECTION
OF LAKE MEDINA SHORES
BANDERA COUNTY, TEXAS

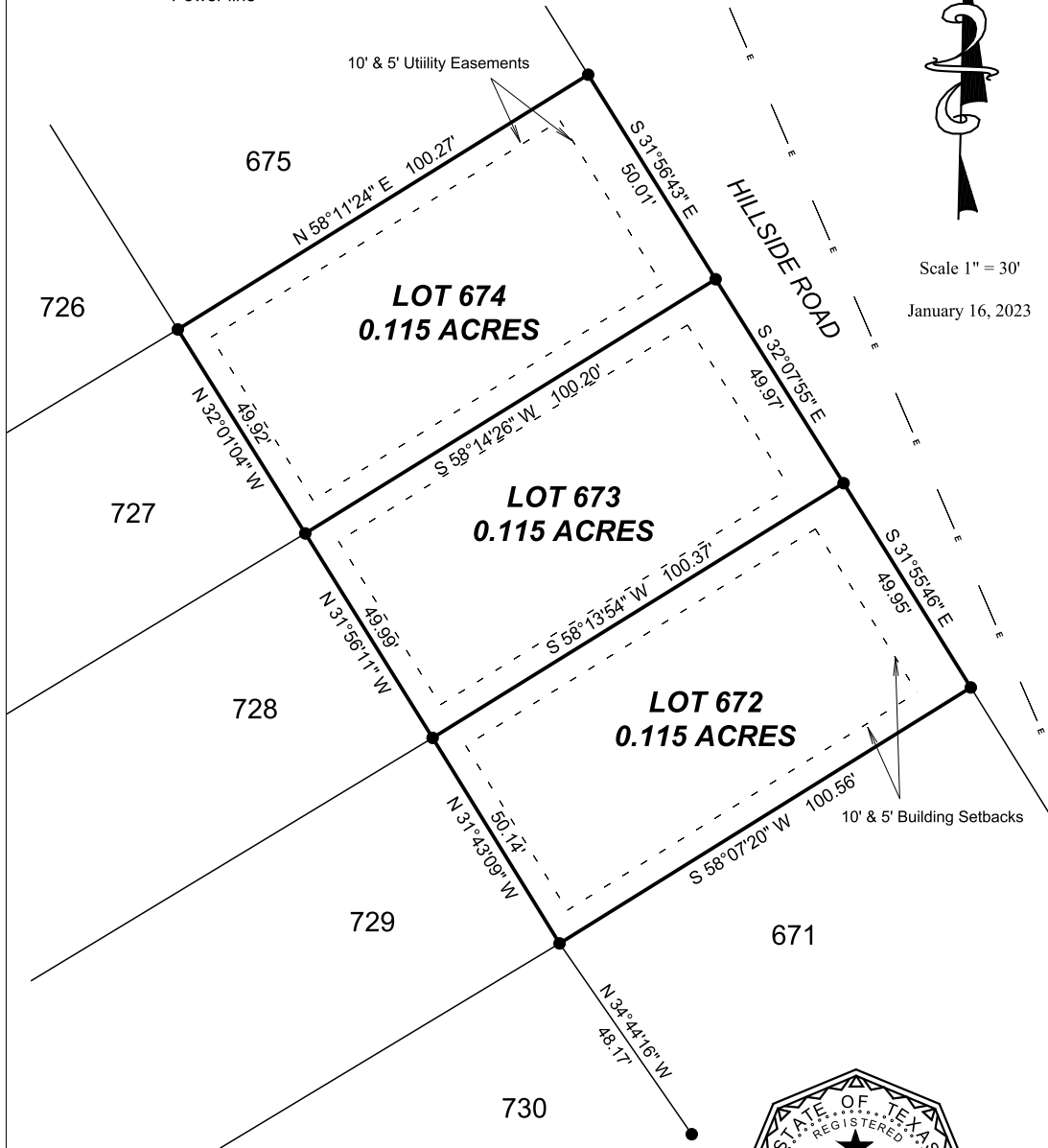
VOLUME 6, PAGES 69-71, PLAT RECORDS

LEGEND
 ● Iron rod (fnd)
 — E Power line



Scale 1" = 30'

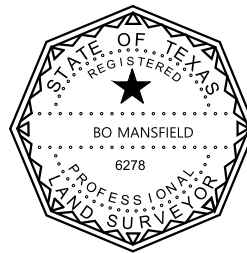
January 16, 2023



NOTES:
 All bearings are from GPS observations based on Texas State Plane Coordinate System, South Central Zone, NAD 83.

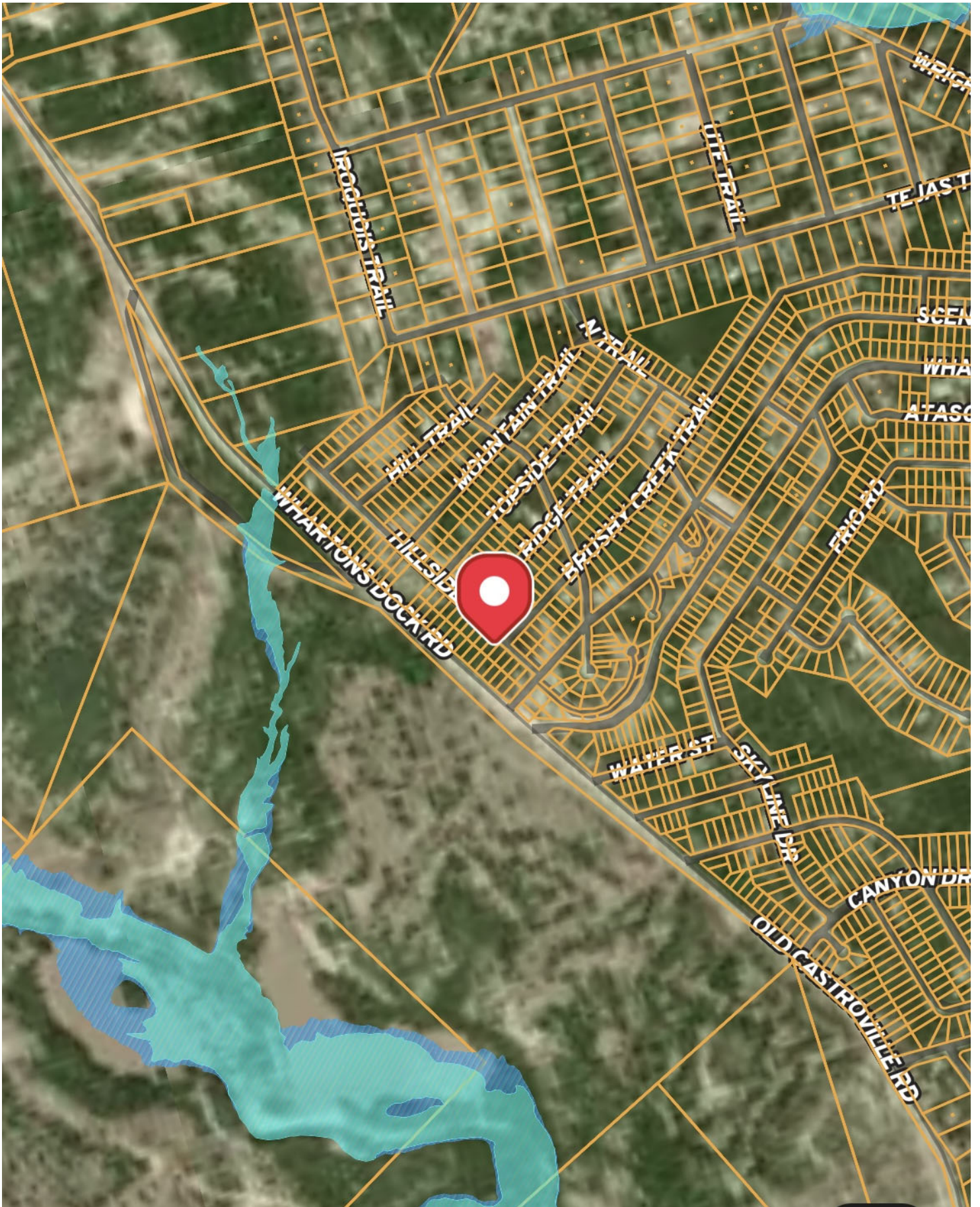
Utility Easements
 10' from streets, 5' side and rear lot lines per Plat, Vol. 6, Pg. 69, Plat Records of Bandera County, Texas

Building Setbacks (can combine)
 10' from front lot lines, 5' from side and rear lot lines per Restrictions, Vol. 241, Pg. 858, Official Public Records of Bandera County, Texas



I hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of the survey, and that to the best of my knowledge there are no visible overlapping of improvements, visible easements of rights of way, boundary line conflicts or encroachments except as shown hereon.

B



PRODIGER'S TRAIL

UTE TRAIL

TEJAS T

HILL TRAIL

MOON PAIN TRAIL

N TRAIL

LOPSIDE TRAIL

RIDGE TRAIL

BRISBY CREEK TRAIL

WHARTON'S DOCK RD

HILLSIDE

FRIG RD

WATER ST

SKYLINE DR

CANYON DR

OLD CASTROVILLE RD

WIRIC

SCEN

WHA

ATASC

SAN ANTONIO BOARD OF REALTORS®, INC.

9110 IH 10 WEST, SAN ANTONIO, TEXAS 78230

RESIDENTIAL LOT SELLERS DISCLOSURE NOTICE

To Be Completed By The Seller For Residential Lots



THIS FORM IS FURNISHED BY THE SAN ANTONIO BOARD OF REALTORS® FOR USE BY ITS MEMBERS. USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF A BOARD/ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

Concerning the Property at:

TBD HILLSIDE, Bandera, Texas 78003

(Property Address)

This notice is a Disclosure of Seller's knowledge of the condition of the Property as of the date signed by seller and is not a substitute for any inspections or warranties the purchaser may wish to obtain. It is not a warranty of any kind by seller, seller's agents, or any other agent.

A. Mark below: (Y) for Yes (N) for No (U) for Unknown.

- | | | | | | | | |
|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|--------------------------|--|
| Y | N | U | | Y | N | U | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Located in 100-Year Flood plain | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Endangered Species/Habitat on Property |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Present Flood Insurance | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fault Lines |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Previous Flooding onto the Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Hazardous or Toxic Waste |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Soil Movement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Intermittent or Weather Springs |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Surface Structures or Pits | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Landfill |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Underground Storage Tanks | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Lead-Based Paint Hazards |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Wetlands on Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Radon Gas |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Diseased Trees | | | | |

If you answered yes to any of the above, please explain:

B. General Information:

Is the Seller aware of any of the following:

- | | | | |
|--------------------------|-------------------------------------|--------------------------|---|
| Y | N | U | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Features of the property shared in common with adjoining landowners, such as walls, roofs, fences and driveways, whose use or responsibility for maintenance may have an effect of the Property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Any encroachments, easements or similar matters that may affect the Property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Any zoning violations, nonconforming uses or violation of "setback" requirement. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Deed restrictions or obligations affecting the Property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. Any lawsuits against the Seller threatening to or affecting the Property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. Any notices of abatement or citations against the Property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 7. Have you (Seller) ever collected any insurance payments pursuant to a claim made for damage to the Property and not used the proceeds to make the repairs for which the claim was submitted? |

yes no; If yes, explain: _____

8. Any tax exemptions(s) which you (Seller) currently claim for the Property. If yes, list: _____

9. Any violent crime or death on the Property except for those deaths caused by: Natural causes, suicide, or accidental unrelated to the Property.

Initialed for Identification by: Buyer _____ Seller  _____

Concerning the Property at: TBD HILLSIDE, Bandera, Texas 78003

Mark below: (Y) for Yes (N) for No (U) for Unknown

Y N U
 10. Any Homeowner's Association or maintenance fees or assessments. If yes, complete:

Amount of fee or assessment: \$ 90.00
 Mandatory Voluntary Name of Association: Lake Medina Shores Owners Association

Manager's Name: _____

Due: Monthly Quarterly Annually
Any unpaid fees or assessments for the Property: Yes No

If yes, amount \$ _____

11. Municipal Utility District which has any authority over the Property; If yes, Name of District: Bandera Electric

If you answered yes to any of the above, please explain: _____

C. UTILITIES AVAILABLE:

Mark (A) for Available (O) on site (U) Unknown

A O U
 Water System City Well Municipal Private
 Natural Gas
 Electric
 Telephone
 Sewer System
 Cable T.V.
 Other _____
 None

IF WELL ON PROPERTY: approximate depth _____ well extends into _____ (name of water source).

The well does does not need repair, if so, explain _____

IF SEPTIC SYSTEM: In Place Required Allowed Not Allowed

Patricia Lubera dotloop verified 12/15/23 10:09 PM PST G3ET-3JC8-SD5E-IN53 _____
Signature of Seller Date Signature of Seller Date
Patricia Lubera

NOTICE TO BUYER: Listing Broker, Bob Heyen Realty, and Other Broker, _____ advise you that this Seller's Disclosure Notice was completed by Seller, as of the date signed. The Listing Broker and Other Broker have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY PRIOR TO CLOSING.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Buyer Date Signature of Buyer Date



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

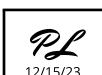
AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

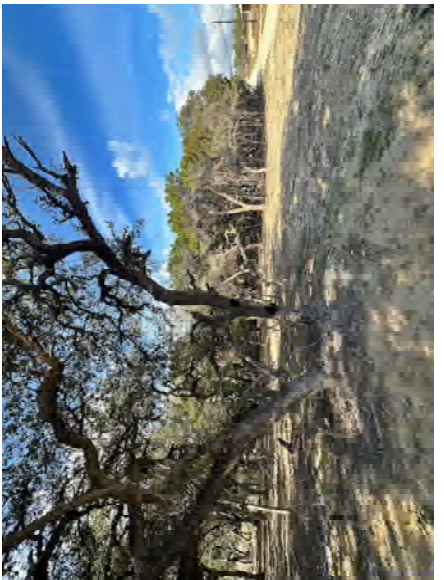
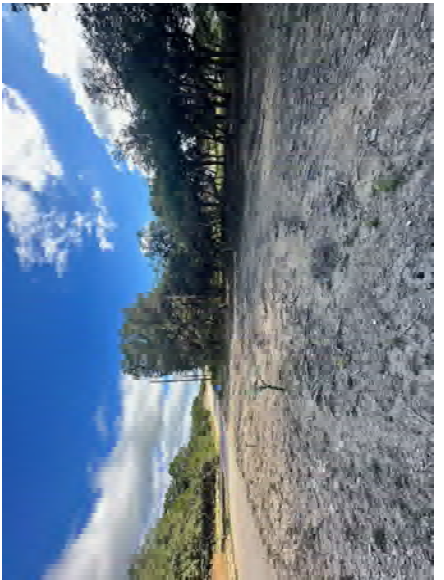
LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

| | | | |
|--|---------------|---------------------------------|---------------------|
| Bob Heyen Realty | 459073 | bobheyenrealty@gmail.com | 830-426-4333 |
| Licensed Broker /Broker Firm Name or Primary Assumed Business Name | License No. | Email | Phone |
| Kyle J. Heyen | 459073 | bobheyenrealty@gmail.com | 830-426-4333 |
| Designated Broker of Firm | License No. | Email | Phone |
| Licensed Supervisor of Sales Agent/ Associate | License No. | Email | Phone |
| Kyle J. Heyen | 459073 | bobheyenrealty@gmail.com | 210-912-6007 |
| Sales Agent/Associate's Name | License No. | Email | Phone |



Buyer/Tenant/Seller/Landlord Initials

Date



SUBDIVISION RESTRICTIONS

Block 1, Medina Hills Harbor Section,
Lake Medina Shores Subdivision

THE STATE OF TEXAS }
COUNTY OF BANDERA }

41391

KNOW ALL MEN BY THESE PRESENTS:

That Medina Development Company, a Texas corporation, 1300 Expressway Tower, Dallas, Texas 75206, the owner of the land hereinabove described, as shown by the plat thereof recorded in Slide 6, Pages 69-71, Plat Records, Bandera County, Texas, does hereby acknowledge, declare and adopt the following restrictions, which are hereby impressed on the property covered hereby, subject to the provisions of numbered paragraph 15 hereinbelow, and these restrictions and covenants shall run with the land and supersede and are in lieu of any prior restrictions (whether included in any deed or otherwise), on the property covered hereby:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.

2. Subject to the provisions of numbered paragraphs 8 and 9 hereof, all lots hereunder are restricted to use for single family residential purposes only, and no building shall be erected or maintained thereon other than a private residence (minimum floor area of 750 square feet), a tool storage building (minimum floor area of 30 square feet and maximum floor area of 144 square feet), a private garage and a private boathouse for the sole use of the purchaser of such lot. There shall be permitted, on any lot hereunder, a private residential structure (minimum floor area of 100 square feet) if used in conjunction with either a mobile home, travel trailer or motor home. The minimum floor area requirements for residential structures stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages.

3. Subject to the provisions of numbered paragraphs 8 and 9 hereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; (ii) all construction must be of new material, except stone, brick, inside structural material, or other materials used

for antique decorative effect if such use is approved in writing by the Architectural Control Committee, and (iii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural Control Committee on any structure, and (iv) the exterior of any building (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and underskirted with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the undersigned or the Architectural Control Committee, and in no event will the withholding of such consent be deemed unreasonable in respect to a culvert having a diameter of less than 12 inches.

4. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such Committee may reasonably request) have been submitted to and approved in writing by the Architectural Control Committee in all respects, including, but not limited to, harmony of external design with existing structures and location with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot.

5. Fences shall be permitted to extend to the side lot lines and back lot lines and to no less than ten (10) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions.

6. No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than five (5) feet or nearer to the side lot line or rear lot line than five (5) feet. "Side lot line", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot. No building, mobile home, camper or structure shall be located nearer to the front lot line than ten (10) feet.

7. No animals or birds, other than household pets, shall be kept on any lot. Dogs shall be permitted only if continuously contained by leash or within a fenced area.

8. Subject to the remaining provisions of this paragraph, no out-building other than a private boathouse, garage, or storage building of

size hereinbefore provided shall be erected on any lot, and no outbuilding, boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot. Camping shall be permitted on all lots hereunder (except Lots 37 through 46, 231, 297 through 366, 659 through 667 and 701 through 734, on which lots camping is prohibited), but shall be limited to use of pickup campers, camping trailers, van conversions, fifth-wheel trailers, mini-motor homes, travel trailers, motor homes, tents and other camping shelter, which shall be of good appearance and in good repair and subject to the approval of the Architectural Control Committee. Converted buses may not be placed and may not remain on any lot hereunder. Cabover campers, tents and similar types of temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours. Mobile homes may be placed and used on all lots hereunder only if same have been inspected by, and prior written approval of same has been granted by, the Architectural Control Committee. The Architectural Control Committee requirements are: (a) that the mobile home be of late model; 600 square feet in size minimum; in good repair and of attractive design and appearance; and underskirted (and securely anchored in accordance with the minimum requirements of the State of Texas); (b) that any mobile home not built by a commercial mobile home manufacturer be of design, appearance and quality comparable to those built by a commercial manufacturer; and (c) that an approved septic tank or other permitted sewage disposal system must be installed prior to occupancy. Otherwise, no mobile home shall be placed on any lot except that on any lot on which a residence has been constructed there may be parked one camper, motor home or travel-type trailer of not more than 40 feet in length, but such trailer shall not be occupied or used as a temporary or permanent residence while parked on said lot except during construction of a dwelling thereon. Nothing in this paragraph prohibits the construction of a residence on lots referred to herein provided other paragraphs hereof are complied with. Not more than one residence nor mobile home may be constructed and/or placed on any one lot.

9. Perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within five (5) feet of the rear and side lines of all lots and/or tracts, along and within ten (10) feet of the front lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes and roads of the subdivision, and ten (10) feet along the outer boundaries of all streets, boulevards, lanes, drives and roads if property lines of individual lots and/or tracts are deeded to the center line of said avenues. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner or purchaser of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including, but not limited to, the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the opera-

tion of said utility installations. The easement rights herein reserved include the privilege of anchoring any support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision. All such easements are reserved for the use and benefit of all utility companies serving or to serve the property hereunder for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the preceding sentences of this paragraph has commenced along any respective lot, "side lot lines", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot.

The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, sales offices, water wells and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 5, 6, 7, 8, 11 and 12 hereof shall not apply thereto.

Drainage easements are reserved over and across the following lots: Lots 153, 193, 220, 221, 239, 240, 349, 387, 388, 542 through 544, 676, 677, 692, 694, 709, 724 and 725.

10. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, in, nor under any lot hereunder except into a septic tank or other approved system meeting the aforesaid requirements. Not more than one dwelling may be served by a single water connection.

11. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

12. Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of (i) \$5.00 per month with respect to the total of lots, the owner of which owns one or two lots in Lake Medina Shores Subdivision, (ii) \$6.00 per month with respect to the total of lots, the owner of which owns three lots in Lake Medina Shores Subdivision, and (iii) \$8.00 per month with respect to the total of lots, the owner of which owns four or more lots in Lake Medina Shores Subdivision; the word "owner", as used in this sentence, shall include also a purchaser of a lot in Lake Medina Shores Subdivision. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. The assessments described herein and similar assessments against lots or tracts in other areas of Lake Medina Shores Subdivision shall constitute a fund (herein called the "Maintenance Fund"), and such assessments shall be payable to, held by, and expended by, a fund administrator (herein called the "Administrator") for the construction, reconstruction, improvement and permanent maintenance of roads and streets, swimming pools, parks, boat ramps, piers, playgrounds, cabanas, community buildings, bond coverage related to any such improvements, facilities, guards or personnel, and for any and all other uses and purposes which the Administrator may deem to be for the general benefit of, or useful to, owners and purchasers of lots in Lake Medina Shores Subdivision, including, without being limited to, the repayment of any advances which may be made by the undersigned to the Maintenance Fund to cover the cost and expense of any of such purposes and uses. The use and benefit of the above described improvements and facilities shall be restricted to owners and purchasers of lots in Lake Medina Shores Subdivision, their families and authorized guests, except that said presently existing two-acre park, boat ramp and fishing pier may also be used by certain land purchasers to whom Great Southern Realty Co. has granted or may grant the right of use. It is understood that the good faith judgment of the Administrator in maintaining and expending the Maintenance Fund shall be binding and conclusive, and it is further understood that the Maintenance Fund shall be expended without regard to the portions thereof collected from each area making up Lake Medina Shores Subdivision. Neither the Administrator nor the officers, directors nor employees of the Administrator shall have any obligation, responsibility nor liability for the failure or inability to assess or collect any sums which may be owed or become owing to the Maintenance Fund. "Lake Medina Shores Subdivision", as such term is used herein, shall include the property covered by these restrictions, all other property in Bandera County, Texas, which may have heretofore or may hereafter be subdivided and platted by the undersigned as a portion of Lake Medina Shores Subdivision, and all property in Lakeshore Subdivision No. 1 (as shown by plat recorded in Volume 1, Page 48, Plat Records, Bandera County, Texas) which may have been owned, or may hereafter be owned, and sold by the undersigned. The undersigned shall act as the initial Administrator of the Maintenance Fund. The undersigned shall have the right to assign all rights, duties, obligations and liabilities as Administrator, and all monies and other assets and liabilities of the Maintenance Fund, to a non-profit corporation or other entity (herein called the "Owners Association") comprised of owners and purchasers of property in Lake Medina Shores Subdivision, the undersigned hereby agreeing that the

Owners Association shall be formed and such assignment shall be made not later than October 1, 1990.

The assessment described herein shall be and is hereby secured by a lien on each lot hereunder, respectively, and shall be payable to the Administrator, the owner of said assessment funds, on January 1 of each year commencing in 1984, at which date in the year 1984 and in successive years said assessment lien shall conclusively be deemed to have attached. Such assessment shall be payable either in arrears or in advance, as determined from time to time by the Administrator, except that such assessment shall never be payable more than twelve (12) months in advance. In the event such assessment is made payable in advance and except as otherwise required by law, there shall be no refund of paid but unaccrued assessments on account of any cancellation or repossession of a purchase contract or any transfer of an owner's or purchaser's interest in a lot. If any such assessment is not paid in full by the thirtieth (30th) day following the due date thereof, the unpaid amount of such assessment shall bear interest from the beginning of such delinquency at the rate of ten percent (10%) per annum until paid. The assessment lien described hereinabove shall secure payment of past-due unpaid assessments and any interest thereon plus any expenses incurred in attempting to collect same, including, without being limited to, reasonable attorney's fees. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots is then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owed by the undersigned not covered by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled. At any time and from time to time prior to the formation of the Owners Association, the undersigned may increase such assessments by signing and filing in the Office of the County Clerk, Bandera County, Texas, an amendment to these Subdivision Restrictions providing for such increase, and, no other person or entity need join in signing such amendment for same to be effective. At any time and from time to time after the formation of the Owners Association, the Owners Association may elect, by majority vote of the entire Board of Directors of said Association plus a majority of votes cast at a meeting of the members of said Association duly convened, to increase such assessments, provided that prior written notice is mailed to each member of said Association (at the most recently address shown for such member on the records of said Association) stating either the exact amount or the maximum amount of such increase to be voted on at such meeting.

13. No lot which is under a contract of sale then in force, with the undersigned being the seller thereunder, may be subdivided without the con-

sent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.

14. No water well shall be permitted on any lot hereunder except on such lots as may be hereafter specifically designated by the undersigned and/or by any other party hereafter authorized by the undersigned to so designate such excepted lots.

15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Bandera County, the Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, the undersigned shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of the Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

16. The streets (other than Lakeshore Drive) shown on that certain plat of the lots hereunder recorded in Slide 6, Pages 69-71, Plat Records, Bandera County, Texas, are dedicated to the use of all owners and purchasers of lots in Lake Medina Shores Subdivision and Bandera Lakeshore Ranchettes, and their respective heirs, successors, assigns, licensees and invitees (but not the public), and the perpetual maintenance and upkeep of such streets will be the responsibility and expense of the undersigned until such time as the Owners Association is formed, at which time the perpetual maintenance and upkeep of such streets will become the responsibil-

ity and expense of the Owners Association. This subdivision and its roads and streets have been platted and dedicated pursuant to and following an agreement with the Bandera County Commissioners Court whereby said roads and streets (other than Lakeshore Drive) will be maintained in perpetuity by the undersigned, its successors or assigns and shall never become eligible for public maintenance at County expense.

17. At any time after December 31, 2001, any provisions contained in these Subdivision Restrictions may be amended or repealed, in whole or in part, by the vote of at least two-thirds of the votes cast at a meeting of the members of the Owners Association duly convened, provided that prior written notice is mailed to each member of said Association (at the most recent address shown for such member in the records of said Owners Association) generally describing any proposed amendment or repeal to be voted on at such meeting. Any such amendment or repeal must be recorded in the Office of the County Clerk, Bandera County, Texas, and shall be effective upon the date of such recordation.

18. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

EXECUTED this the 10th day of April, 1984.

MEDINA DEVELOPMENT COMPANY

By Clarence J. Spangler
Clarence J. Spangler
Vice President

ATTEST:

Robert V. Hardwick
Robert V. Hardwick, Secretary

THE STATE OF TEXAS)

COUNTY OF DALLAS)

This instrument was acknowledged before me on the 10th day of April, 1984, by Clarence J. Spangler, Vice President of MEDINA DEVELOPMENT COMPANY, a Texas corporation, on behalf of said corporation.

Barbara Kilpatrick
Notary Public, State of Texas
Barbara Kilpatrick

My Commission Expires: 11/30/84

VO: 241 PAGE 866

41394

FILED FOR RECORD

This 19th Day of Apr, A. D., 1984

At 8:10 o'clock A M

Vera King
County Clerk, Bandera County, Texas

By Dorinda B. Brea Deputy

RETURN RECORDED RESTRICTIONS TO:

Mr. Clarence J. Spangler
Medina Development Company
1300 Expressway Tower
Dallas, Texas 75206

STATE OF TEXAS
COUNTY OF BANDERA

I, VERA KING, Clerk of the County Court of Said County, do hereby certify that this instrument was filed in file number sequence on the 12 day of Apr 19 84 at 8:10 o'clock A.M. and duly recorded on the 19 day of Apr 19 84 at 9:36 o'clock A.M. in the OFFICIAL PUBLIC RECORDS OF REAL PROPERTY of Bandera County, Texas in Volume 241 Pages 858-866.

WITNESS MY HAND AND SEAL OF THE COUNTY OF BANDERA, the day and year last above written.

VERA KING, County Clerk
Bandera County, Texas

By Aundee Kirkindall
Aundee Kirkindall Deputy

