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FIRST AMENDMENT to the
RESTRICTIVE COVENANTS & CONDITIONS
COLIBRO CREEK SUBDIVISION

COPY

STATE OF TEXAS }
}
COUNTY OF WILSON }

KNOW ALL MEN BY THESE PRESENTS:

Be it known that ROBERT J. STAUDT and JASON A. STAUDT, hereinafter called "Developer", for the purpose of instituting restrictive covenants on all tracts presently existing out of the herein described "subject property", does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following recited restrictive covenants and use limitations covering said tracts. This first amendment supersedes the restrictive covenants of Volume 1864, Page 407, of the Official Public Records of Wilson County, Texas. All these restrictive covenants, conditions, and use limitations shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the subject property is hereafter conveyed or transferred.

WHEREAS, Developer is the owner of the following described real property, lying and being situated in Wilson County, Texas. The subject property is described as follows:

COLIBRO CREEK SUBDIVISION, containing 22.40 acres of land, more or less, lying in the B.B.B. & C.R.R. Co. Survey No. 131, Tracts 3B & 3E, Abstract No. 56, in Wilson County, Texas, a recorded subdivision according to the map or plat thereof recorded in Volume 11, Pages 84-85, Plat Records of Wilson County, Texas, to which reference is here made for all pertinent purposes.

Buyer should familiarize themselves with all notes, setback lines, easements, and other items appearing on the recorded plat covering COLIBRO CREEK SUBDIVISION.

I. SCOPE OF RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said subdivision and the tracts therein contained, the following restrictions, conditions, and use limitations are hereby established, adopted, and imposed upon each tract or parcel of land in said subdivision as shown by said plat. Such restrictions, conditions, and use limitations shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Developer, its heirs and assigns, and upon all persons acquiring property in said subdivision, shall agree and covenant to abide by and perform the terms, conditions, restrictions, and covenants as set forth herein. Such restrictions, conditions, and use limitations shall be made a part of each contract and/or deed executed by, or on behalf of Developer, conveying a tract or tracts within said subdivision by reference to the place of record of this instrument. By acceptance thereof, the Grantee, and all persons claiming under him, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered, and accepted subject to all the terms, conditions, and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to any tract or tracts in said subdivision to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such tract or tracts shall be construed to be subject to the terms of this instrument.

II. DEFINITIONS

1. "Developer" The term "Developer" shall mean Robert J. Staudt and Jason A. Staudt, as well as any other person or entity who is a successor to Robert J. Staudt and Jason A. Staudt, or who shall have had their rights or duties as Developer assigned to them.

2. "Tract" shall mean and refer to any plot of land identified as a Tract or home site on the plat of the Subdivision.

3. "Street" shall be deemed to include any road or street shown as a thoroughfare on the recorded plat of such addition.

III. RESTRICTIVE COVENANTS

1. Tracts shall be used solely for single family residential purposes. The term "residential" shall be held and construed to exclude duplexes, or any other type of multi-family dwelling.

2. The minimum enclosed floor living area of the main structure of any house exclusive of porches, patios, terraces, garages, and detached accessory buildings shall be 2,000 square feet of heated living area.

3. All residences shall be completed not less than twelve (12) months after construction of a concrete slab foundation. Each residence shall have a minimum of seventy-five percent (75%) brick, rock, or masonry construction on exterior walls, and shall be heated and air

conditioned by central units only. No dwelling shall be cooled or air conditioned by means of individual window boxes or units placed on the roof of any residence.

4. No pre-used homes, second-hand homes, mobile homes, manufactured homes, or modular homes shall be moved onto any tract.

5. Each single family residence shall be constructed on each tract so as to front the street upon which such tract faces.

6. All detached buildings and garages shall be of quality construction and good appearance and shall compliment the main residence.

7. Each tract shall be maintained in good order and appearance, with no accumulation of trash or debris, and periodically mowed so that weeds and other growth do not become a fire hazard or nuisance to the neighborhood.

8. No tract shall be used or maintained as a dumping ground. No rubbish, trash, garbage or any other waste, shall be kept except in sanitary containers concealed from sight from the street. No trash, garbage, ashes or refuse may be thrown or dumped on any tract. No material of any kind shall be placed or stored on any tract unless construction of a permanent residence has been commenced and is underway. No used material shall be stored on any tract or used in any construction.

9. No noxious or offensive activity shall be carried on upon any tract, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No more than two animals may be raised or kept on the property provided that such use does not create any condition conflicting with the residential nature of the subdivision. Dogs must be kept in fenced area. Livestock animals raised for 4-H or FFA school supervised programs may be raised provided that said animals are used for school related projects only. No pigs or hogs may be raised, kept, or bred except for 4-H or FFA related school supervised programs.

11. No wrecked or junked vehicles shall be kept or stored on the property. All vehicles stored on the property must be in running condition.

12. No building shall be constructed on any tract nearer than 60 feet from the front property line facing any public road, and nearer than 15 feet from any other side or rear property line. The Developer reserves the right to grant exceptions to the setback lines except for existing utility easements shown on the plat, and upon filing notice of such exception for record in the Official Public Records of Wilson County, Texas, the setbacks in such exception shall supersede and replace the setbacks established in the subdivision plat.

13. All fencing shall be of masonry, wood, manufactured vinyl or metal construction. No chain link or barbed wire fencing is allowed. The fencing cannot extend nearer to the front than the house.

14. No septic system shall be installed on any tract until a permit is issued by the regulatory authority having jurisdiction over same.

15. No driveway shall be constructed on any tract until all required permits from the appropriate regulatory agencies have been obtained. Driveways are to be constructed of either concrete or asphalt pavement material. Gravel drives shall not be allowed unless they are treated with a two course chip seal surface overlay.

16. Water is to be supplied by East Central Special Utility District. No water wells may be drilled on any tract less than 2.0 acres.

17. The discharging of firearms for hunting and/or target practice is prohibited.

18. The installation of clothes lines is prohibited.

IV. ARCHITECTURAL COMMITTEE

An architectural committee for said subdivision is hereby established, consisting of Robert J. Staudt and Jason A. Staudt and/or their designees. Said committee shall have the right, power, and authority to approve all plans and specifications for all residences with regards to the architectural control, including the located thereof, to be constructed within the subdivision. Said committee may be abolished at any time by the filing of an affidavit by the committee in the Official Public Records of Wilson County, Texas, stating that said committee has ceased to function in the manner provided for above.

V. DURATION OF RESTRICTIONS

The restrictive covenants are to run with the land and shall be binding on all properties and all persons claiming under them for a period of twenty (20) years from date hereof, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than seventy-five percent (75%) of the then owners of tracts has been recorded, agreeing to change said covenants in whole or in part.

VI. RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon Developer, its heirs and assigns, and all parties claiming by, through, or under Developer and all subsequent owners of property in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions, provided however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said property. The violation of any such restriction, covenant, or condition, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced as against any and all property conveyed thereby, subject, nevertheless, to the restrictions, covenants and conditions herein mentioned. Developer and each owner of a tract or tracts in this subdivision shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any of the restrictions, terms, conditions, or covenants contained herein, it shall be lawful for any person owning any tract in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction, term, condition, or covenant, either to prevent him or them from so doing, or to correct such violation, or to recover damages, or to obtain such other relief for such violations as then may be legally available.

VII. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Robert J Staudt and Jason A. Staudt shall not be subject to these restrictive covenants, and no person, entity or owner shall be entitled to maintain a suit at law or in equity against them for any alleged violations of these restrictive covenants by them. Robert J. Staudt and Jason A. Staudt further expressly reserves the right to grant any waiver or variance from any of these restrictive covenants, and unilaterally amend same, however, they shall not have the authority to grant any waiver or amendment which has the effect of removing the use of the property as single family residential dwelling.

EXECUTED this 13th day of November 2015.

ROBERT J. STAUDT & JASON A. STAUDT

By: _____
Robert J. Staudt

THE STATE OF TEXAS }

COUNTY OF WILSON }

This instrument was acknowledged before me on this the 13th day of November 2015, by Robert J. Staudt on behalf of said entity.

_____
Notary Public – State of Texas

RETURN TO:
Robert J. Staudt
2616 FM 1346
LaVernia, TX 78121

ELIZABETH E MARTINEZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 6/22/19

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

Filed for Record in:
Wilson County
by Honorable Eva Martinez

County Clerk

On: Nov 24,2015 at 10:09A

As a Recording

Document Number: 00049757
Total Fees : 38.00

Receipt Number - 185767
By,
Frances Cherry,

Any provision herein which restricts the sale, rental, or use of the described realproperty because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Volume: 1881 and Page: 911 of the named records of: Wilson County as stamped hereon by me.

Nov 24,2015

COUNTY CLERK
WILSON COUNTY, TEXAS