

Vol 313
Pg 674

THE STATE OF TEXAS X
COUNTY OF MEDINA X

KNOW ALL MEN BY THESE PRESENTS:

95718

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF MEDINA OAKS

WHEREAS, CHARLES J. BROWN, III, Trustee for MEDINA OAKS, a Texas General Partnership, composed of CHARLES J. BROWN, III, WAYNE A. LUNDQUIST, JR., CLARENCE C. FORKE, MICHAEL A. HARRISON, JR., ROBERT SCOTT, JAMES E. GUNN, WILLIAM B. OGLETREE, NIXON M. WELSH, and ROBERT D. THORPE, hereinafter called the Declarant, is the owner of all that certain real property located in Medina County, Texas, described as follows, to-wit:

813.796 acres of land, more or less, being Lots One (1) through Forty (40), Medina Oaks Subdivision of Medina County, Texas, as shown by the map or plat thereof recorded in Volume 4, Pages 46 and 47, Map Records of Medina County, Texas, to which reference is here made for all pertinent purposes, and being further described as:

19.740 acres out of Survey No. 199, Tyler Tap RR Co., Abst #1612;

38.745 acres out of Survey No. 207, GC & SF RR Co., Abst #1083;

627.022 acres out of Survey No. 208, C. W. Gilliam, Abst #1777; and

128.289 acres out of Survey No. 240-1/2, Jacob Meunier, Abst #695,

in Medina County, Texas, and being more fully described by metes and bounds in Exhibit "A", consisting of two pages, attached hereto.

WHEREAS, the Declarant will convey the above described real property subject to certain protective covenants, restrictions, easements, conditions, liens, and charges, and Declarant does impress upon said land the following covenants, conditions and restrictions, easements, liens and charges, which shall be applicable to all of the real property above described;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following protective covenants, restrictions, conditions, easements, liens and charges which are for the purpose of protecting the value and desirability of, and which shall run with

the real property and shall be binding on all parties having any right, title, or interest in or to the above described property, or any part thereof, and their heirs, successors and assigns, and which protective covenants, restrictions, conditions, easements, liens and charges shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01. "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 portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02. "Properties" shall mean and refer to that certain real property hereinbefore described.

Lot

1.03. "Lot" shall mean and refer to one of the lots or plots of land shown upon the Plat and Subdivision Map recorded in Volume 4, at Pages 46 and 47, of the Plat Records of Medina County, Texas. The term "lot" shall not include any easement, right-of-way or other reserves shown on the said Map or Plat.

Declarant

1.04. "Declarant" shall mean and refer to CHARLES J. BROWN, III, Trustee for MEDINA OAKS, a General Partnership, composed of CHARLES J. BROWN, III, WAYNE A. LUNDQUIST, JR., CLARENCE C. FORKE, MICHAEL A. HARRISON, JR., ROBERT SCOTT, JAMES E. GUNN, WILLIAM B. OGLETREE, NIXON M. WELSH, and ROBERT D. THORPE.

ARTICLE TWO

USE RESTRICTIONS

Type of Buildings Permitted

2.01. All lots shall be used for residential purposes only and no residential building shall be erected, altered, placed or permitted to remain on any lot which does not meet the minimum standard contained in the Southern Building Code.

Setbacks

2.02. No building shall be located on any lot nearer to the front or rear lot line or nearer to the side lot line than twenty-five feet (25'). For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot.

Resubdivision or Consolidation

2.03. Said lots may be resubdividable only once; provided that such subdivision does not result in any building site having a front lot line of less than two hundred feet (200'); and provided, that the Owner of any lot may sell a portion of such lot to an adjoining lot owner, if, after such sale the seller retains a portion of such lot not less than four hundred feet (400') in depth, and in the event of any such sale, the property sold shall become a part of the Buyer's tract as though originally a part thereof and may not be treated by him as a separate lot. Provided however, this provision shall not be applicable to declarant herein, or the Texas Veteran Land Board, or an institutional lender, as to restrictions regarding re-subdivision, particularly whereby Deed or other instrument said lots are subdivided or re-subdivided for purposes of home site designation or the construction of a home on some portion of the lot.

Easements

2.04. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

2.05. 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 area. This restriction is waived in regard to the normal and reasonable sales activities of Declarant.

Rubbish, Trash and Garbage

2.06. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Each lot Owner, his heirs and assigns, shall maintain such lot owned or used by him whether vacant or not, in a clean and sightly condition.

Animals

2.07. With the exception of pigs which are hereby expressly forbidden, animals shall be permitted to be kept on any of the lots in this subdivision, but where such animals are kept, said lots shall be maintained in clean condition with modern sanitation and in a manner to avoid the breeding of flies and giving off of noxious odors or the creation of any nuisance and all such animals shall be kept up and reasonably fenced and not be allowed to wander on or defecate on other lots.

Outside Toilets

2.08. No outside toilet shall be erected, placed or used upon said premises, but a septic tank or sewer system which must comply with the State and County Agencies in charge of overseeing their installation requirements shall be installed to accommodate sewage and all such systems must be kept at least one hundred feet (100') from an existing water well.

Prohibited Activities

2.09. Save and except reasonable sales activity by Declarant, no professional, business or commercial activity to which the general public is invited shall be conducted on any lot.

ARTICLE THREE

GENERAL PROVISIONS

Enforcement

3.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

3.02. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

Duration and Amendment

3.03. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The violations of any such restrictions, covenants and conditions shall not operate to invalidate date of mortgage, Deed of Trust, or other liens acquired or held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to the restrictions, covenants and conditions herein mentioned. These Deed Restrictions may be amended upon the affirmative consent of seventy-five percent (75%) of the Lot owners after four (4) years from the date of filing, and shall be subject to amendment by Declarant without joinder for four (4) years after filing hereof if said amendment by Declarant serves for the reasonable improvement of the subdivision or does not

materially affect the Lot owners. No amendment shall be effective until approved by the Veteran's Land Board of Texas and recorded in the Medina County Clerk's Office.

EXECUTED by the said Declarant, this the 7th day of ~~March~~ ^{April}, 1982.

MEDINA OAKS, a Texas General Partnership

By: Charles J. Brown, Trustee
CHARLES J. BROWN, III,
Trustee and Attorney-in-Fact,
and General Partner

THE STATE OF TEXAS X

COUNTY OF MEDINA X

This instrument was acknowledged before me on ~~March~~ ^{April} 7th, 1982, by CHARLES J. BROWN, III, Trustee, in his capacity as Trustee for Medina Oaks and as the act and deed of Medina Oaks, a Texas General Partnership.

Keith D. Taylor
NOTARY PUBLIC, in and for
the State of T E X A S

My Commission Expires:

3-11-84

KEITH D. TAYLOR



EXHIBIT "A"

813.796 acres of land in Medina County, Texas, being 19.740 acres out of Survey No. 199, Tyler Tap RR Co., Abstract No. 1612, 38.745 acres out of Survey No. 207, G.C. & S.F. RR. Co., Abstract No. 1083, 627.022 acres out of Survey No. 208, Claude W. Gilliam, Abstract No. 1777, and 128.289 acres out of Survey No. 240-1/2, Jacob Meunier, Abstract No. 695, located about 6.5 miles N 55 deg. W. of Rio Medina, Medina County, Texas, said 813.796 acres being that land conveyed to Charles H. Balzen by warranty deed dated October 27, 1939, from Edwin L. Balzen, as recorded in Volume 116, Page 502, Medina County Deed Records, and by partition deed dated December 29, 1944, between Edwin L. Balzen and Charles H. Balzen, as recorded in Volume 130, Page 470, Medina County Deed Records, said 813.796 acres more particularly described by metes and bounds as follows:

BEGINNING at an iron pin and 6" cedar post and a rock mound found in place, the eastern most NE corner of the Calvin C. Balzen property, said corner being the NE corner of Survey No. 240-1/2, Jacob Meunier, Abstract 695;

THENCE with a fence, the east line of Survey No. 240-1/2, Jacob Meunier, the east most property line of the Calvin Balzen property and a west line of the Lynn Boehme, Georgia Mae Schott, and Sidney J. Boehme property, S 00-53-33 E. 874.3 feet to angle point in fence, located on the south side of an entrance gate and being the SW corner of a 30 foot ingress-egress road easement, continuing with fence, S 00-19-54 E. 689.17 feet to an iron pin and liveoak tree, the east most SE corner of this tract;

THENCE with the south line of this tract and of the original 128.5 acre tract out of Survey No. 240-1/2, N 77-15-52 W, at 312 feet pass a 40" liveoak tree on line, continue for a total distance of 363 feet to an iron pin, North 39.83 feet to an iron pin, West, at 91 feet cross the center of a water well, continue for a total distance of 360 feet to an iron pin, the NW corner of the well tract, South 39.83 feet to an iron pin under fence, the SW corner of said well tract;

THENCE continuing with an existing fence, West 3066.91 feet to an iron pin and 12" cedar tree, said tree called an 8" cedar tree in partition deed between Edwin L. Balzen and Charles H. Balzen;

THENCE with a fence, the west line of Survey No. 240-1/2, S 00-07-13 E. 1933.12 feet to an iron pin and fence corner post, the south most SE corner of this tract;

THENCE with an existing fence, a south line of this tract, N 86-51-02 W 185.90 feet to a fence angle, S 87-02-10 W 190.92 feet to a fence angle, S 85-09-59 W 338.73 feet to a fence angle, N 88-14-50 W 818.62 feet to an iron pin and 8" cedar post at fence corner, N 01-12-52 E 29.68 feet to an iron pin and 8" cedar post at fence corner, N 86-37-08 W 350.18 feet to a 4" cedar post in fence angle, N 89-59-27 W 3105.22 feet to an iron pin and 3" cedar post, the SW corner of this tract and of the original 693 acre tract, as referenced in said warranty deed;

THENCE with a fence, the west line of this tract, N 00-00-23 E, at 5474.77 feet pass the called southwest corner of Survey No. 207, continue for a total distance of 6310.87 feet to an iron pin and 6" cedar post found in place, the NW corner of this tract and the original NW corner of the 693-acre tract, as referenced in said warranty deed;

THENCE with a fence, the northerly line of this tract, S 54-57-52 E 539.32 feet to an iron pin and 12" liveoak at angle in fence, S 79-45-49 E 1527.99 feet to an iron pin and 4" cedar post;

THENCE with fence around a pond area, N 00-43-04 W 62.51 feet to an iron pin and 4" cedar post, the NW corner of the fenced pond area, S 79-01-00 E 320.39 feet to a 4" cedar post in concrete, the NE corner of said fenced area, S 09-00-30 E. 58.38 feet to an iron pin and 4" cedar post, the SE corner of said fenced area, S 79-38-05 E 546.59 feet to an iron pin and 8" liveoak; S 82-30-55 E 29.60 feet to a 10" liveoak, S 83-34-22 E 132 feet to an iron pin and 8" liveoak, N 83-53-39 E 93.16 feet to an iron pin and 5" cedar corner post, N 84-46-27 E 2846.19 feet to an iron pin and 4" cedar post, the northern most NE corner of this tract and the original NE corner of the said 693 acre tract;

THENCE with a fence, an east line of this tract and a west line of a certain 1085 acre tract described in a gift deed dated September 14, 1972, from August Boehme and Millie Boehme to Wilfreen Saathoff, Leora Mangold, and Lester Boehme, as recorded in Volume 244, page 219, Medina County Deed Records, S 20-33-25 W 2634.82 feet to an iron pin and 4" cedar post, an interior corner of this tract and the NW corner of Survey No. 240-1/2, J. Meunier;

THENCE with a fence, the north line of Survey No. 240-1/2, N 89-50-47 E 3776.69 feet to the point of beginning.

together with the free and uninterrupted use, liberty and easement of passing in and along a certain passageway or road 30 feet in width, said 30' road being more fully described by metes and bounds as follows, to-wit:

0.126 acre of land in Medina County, Texas, being a 30-foot ingress-egress road easement within Survey No. 214, R.G.N.G. RR. Co. Abstract No. 1778, located about 6.5 miles N 55 deg. W. of Rio Medina, Medina County, Texas, and out of and a part of a certain 1206.211 acre tract conveyed by deed dated December 31, 1974, from George Boehme to Georgia Mae Schott, Sidney J. Boehme, and Lynn Boehme, as recorded in Volume 263, page 386, Medina County Deed Records, and more particularly described by metes and bounds as follows:

BEGINNING at a stake under fence, the NW corner of this 30-foot road easement, said point located on the east line of Survey No. 240-1/2, J. Meunier, Abstract No. 695, and an east line of Calvin Balzen property, also, a west line of Lynn Boehme, Sidney J. Boehme, and Georgia Mae Schott property; and from corner, a rock mound, the NE corner of Survey No. 240-1/2, bears N 00-53-33 W 844.24 feet;

THENCE with the northerly line of this 30 foot road easement, N 85-26-40 E 48.49 feet to an angle, S 58-00-38 E 128.84 feet to a point on the west line of a graveled county road, the NE corner of this 30-foot road easement;

THENCE with west line of said graveled county road, S 11-54-38 E 41.64 feet to a point for corner, the SE corner of this 30 foot road easement;

THENCE with the southerly line of this tract, N 58-00-38 W 147.80 feet to an angle, S 85-26-40 W 40.51 feet to a stake under fence, the SW corner of this 30 foot road easement, said corner located on the east line of Survey No. 240-1/2;

THENCE with the east line of said Survey No. 240-1/2 and the east line of the Calvin Balzen property and the west line of the Lynn Boehme, Sidney J. Boehme, and Georgia Mae Schott property, N 00-53-33 W, at 7.5 feet pass the south gate post of the Calvin Balzen entrance gate, at 22.5 feet pass the north gate post, continue for a total distance of 30.06 feet to the POINT OF BEGINNING.

THE STATE OF TEXAS }
County of Medina } I, CORNELIA M. KOCH, Clerk of the County
Court of said County do hereby certify that the foregoing
Instrument of writing with its Certificate of Authentication,
was filed for record in my office the 7 day of April
A.D. 1982 at 1:15 o'clock P.M., and duly recorded the 13
day of April A.D. 1982 at 2 o'clock P.M., in the
Deed Records of said County, in
Volume No. 313 on Pages Nos. 674-681
WITNESS My hand and Seal of Office at Hondo, Texas, the day
and year last above written.

CORNELIA M. KOCH
Clerk County Court, Medina
County, Texas
By Theresa H. Benlike Deputy

FILED FOR RECORD

The 7 day of April A.D. 1982
at 1:15 o'clock P.M.
Cornelia M. Koch
County Clerk, Medina County, Texas
By _____ Deputy

1700 pd.

RETURN TO: MEDINA COUNTY CLERK'S OFFICE

FILED FOR RECORD

The 13 day of July, A. D. 19 92

at 3:45 O'clock P. M.

Cornelia M. Koch

County Clerk, Medina County, Texas

By Deputy

Return to
MCA C 2900
pp

Vol 319-1850

ATTENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF MEDINA OAKS

319 50

98331

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Medina Oaks (hereinafter referred to as Declaration) was executed on April 7, 1902, by Charles J. Brown III, Trustee and Attorney-in-Fact and General Partner of Medina Oaks, a Texas General Partnership, recorded in Vol. 313, page 674, Medina County Deed Records; and,

WHEREAS, Paragraph 3.03 of Declaration allows Declarant to amend Declaration without joinder of landowners for four (4) years after filing of Declaration if said amendment serves for the reasonable improvement of the subdivision or does not materially affect the lot owners; and,

WHEREAS, all landowners owning Lots in Medina Oaks as of the date of execution hereof have been notified in writing of the proposed amendment and have voiced no objection; and,

WHEREAS, the Veteran's Land Board has approved said proposed amendment;

NOW, THEREFORE, it is hereby declared that Paragraph 2.01 of Declaration shall be amended to read as follows:

Type of Buildings Permitted

2.01. All lots shall be used for residential purposes only and no residential building shall be erected, altered, placed or permitted to remain on any lot which does not meet the minimum standard contained in the Southern Building Code. However, notwithstanding anything contained herein to the contrary, it is specifically stated that no mobile home, trailer, double wide mobile home or any other type of mobile housing will be allowed.

In all other respects, Declaration in Vol. 313, page 674, Medina County Deed Records is confirmed and remains unchanged.

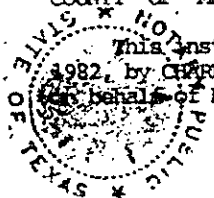
EXECUTED this 13th day of September 1982.

MEDINA OAKS, a Texas General Partnership

BY: Charles J. Brown III, Trustee
CHARLES J. BROWN III, Trustee and
Attorney-in-Fact and General Partner

THE STATE OF TEXAS §

COUNTY OF MEDINA §



This instrument was acknowledged before me on the 13th day of September, 1982, by CHARLES J. BROWN III, Trustee, Attorney-in-Fact and General Partner for behalf of Medina Oaks, a Texas General Partnership.

Deborah Kosub
Notary Public, State of Texas
My commission expires: 10-1-85

Deborah Kosub
(Printed or stamped name of notary)

FILED FOR RECORD THE 1st DAY OF NOVEMBER, A.D. 1982 AT 4:55 O'CLOCK P..M.
RECORDED THIS THE 9th DAY OF NOVEMBER, A.D. 1982 AT 2:00 O'CLOCK P.M.

CORNELIA M. KOCH
CLERK COUNTY COURT, MEDINA COUNTY, TEXAS
BY: Maria Ann Trevino DEPUTY

2084

327

65

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF MEDINA OAKS

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Medina Oaks (hereinafter referred to as Declaration) was executed on April 7, 1982, by Charles J. Brown III, Trustee and Attorney-in-Fact and General Partner of Medina Oaks, A Texas General Partnership, recorded in Vol. 313, page 674, Medina County Deed Records; and,

WHEREAS, Amendment to Declaration of Covenants, Conditions, and Restrictions of Medina Oaks (hereinafter referred to as Amendment I) was executed on September 13, 1982, by Charles J. Brown III, Trustee and Attorney-in-Fact and General Partner of Medina Oaks, A Texas General Partnership, recorded in Vol. 319, page 50, Medina County Deed Records; and,

WHEREAS, Paragraph 3.03 of Declaration allows Declarant to amend Declaration without joinder of landowners for four (4) years after filing of Declaration if said amendment serves for the reasonable improvement of the subdivision or does not materially affect the Lot owners; and,

WHEREAS, all landowners owning Lots in Medina Oaks as of the date of execution hereof have been notified in writing of the proposed amendment and have voiced no objection; and,

WHEREAS, the Veteran's Land Board has approved said proposed amendment;

NOW, THEREFORE, it is hereby declared that Paragraph 2.01 of Declaration shall be amended to read as follows:

Type of Buildings Permitted

2.01. All lots shall be used for residential purposes only and no residential building shall be erected, altered, placed or permitted to remain on any lot which does not meet the minimum standard contained in the Southern Building Code. However, notwithstanding anything contained herein to the contrary, it is specifically stated that no mobile home, trailer, double wide mobile home or any other type of mobile housing will be permanently allowed. However, a mobile home, trailer, double wide mobile home or any other type of mobile housing shall be allowed for no more than 18 months during a period in which construction of a residential building as contemplated by these covenants, conditions and restrictions is being completed. It is specifically stated that no mobile home, trailer, double wide mobile or any other type of mobile housing shall remain on said property following the completion of a residential building.

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In all other respects, Declaration in Vol. 313, page 674, Medina County Deed Records, and Amendment I in Vol. 319, page 50, Medina County Deed Records are confirmed and remain unchanged.

EXECUTED this the 19th day of July, 1983.

MEDINA OAKS, A Texas General Partnership

BY: Charles J. Brown, Trustee ✓
CHARLES J. BROWN III, Trustee and
Attorney-in-Fact and General Partner

THE STATE OF TEXAS §

COUNTY OF MEDINA §

This instrument was acknowledged before me on this the 19th day of July, 1983, by CHARLES J. BROWN III, Trustee, Attorney-in-Fact and General Partner on behalf of Medina Oaks, A Texas General Partnership.



Deborah Kosup
Notary Public, State of Texas
My commission expires: 10-1-85

DEBORAH KOSUP
(Printed or stamped name of notary)

18854 AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF MEDINA OAKS

WHEREAS, Declaration of Covenants, Conditions and Restrictions of Medina Oaks (hereinafter referred to as Declaration) was executed on April 7, 1982, by Charles J. Brown III, Trustee and Attorney-in-Fact and General Partner of Medina Oaks, a Texas General Partnership, recorded in Vol. 313, page 674, Medina County Deed Records; and,

WHEREAS, Amendment to Declaration of Covenants, Conditions and Restrictions of Medina Oaks (hereinafter referred to as Amendment I) was executed on September 13, 1982, by Charles J. Brown III, Trustee and Attorney-in-Fact and General Partner of Medina Oaks, a Texas General Partnership, recorded in Vol. 319, page 50, Medina County Deed Records; and,

WHEREAS, Amendment to Declaration of Covenants, Conditions and Restrictions of Medina Oaks (hereinafter referred to as Amendment II) was executed on July 19, 1983, by Charles J. Brown III, Trustee and Attorney-in-Fact and General Partner of Medina Oaks, a Texas General Partnership, recorded in Vol. 327, page 65, Medina County Deed Records; and,

WHEREAS, Paragraph 3.03 of Declaration allows Declarant to amend Declaration without joinder of landowners for four (4) years after filing of Declaration if said amendment serves for the reasonable improvement of the subdivision or does not materially affect the landowners; and,

WHEREAS, all landowners owning Lots in Medina Oaks as of the date of execution hereof have been notified in writing of the proposed amendment and have voice no objection; and,

WHEREAS, the Veteran's Land Board has approved said proposed amendment;

NOW, THEREFORE, it is hereby declared that Paragraph 2.03 of Declaration shall be amended to read as follows:

Resubdivision or Consolidation

2.03. Said lots may be resubdividable only once; provided that such subdivision does not result in any building site having a front lot line of less than two hundred feet (200'); and provided, that the owner of any lot may sell a portion of such lot to an adjoining landowner, if, after such sale the Seller retains a portion of such lot not less than four hundred feet (400') in depth and in the event of any such sale, the property sold that become a part of the buyer's tract as though originally a part thereof and may not be treated by him as a separate lot. Provided, however, this provision shall not be applicable to Declarant herein, or the Texas Veteran's Land Board, or an institutional lender, as to restrictions regarding resubdivision, particularly where by deed or other instrument said lots are subdivided or resubdivided for purposes of homesite designation or the construction of a home on some portion of the lot. However, Lot 40, containing 108.854 acres, may be subdivided as follows: Lot 40 may be resubdivided into six (6) lots; however, these lots must conform to the Declaration of Covenants, Conditions, and Restrictions of Medina Oaks and subsequent amendments thereto in all other respects. However, no lot resubdivided out of Lot 40 shall have less than 8.117 acres.

In all other respects, Declaration in Vol. 313, page 674, Medina County Deed Records, Amendment I in Vol. 319, page 50, Medina County Deed Records, and Amendment II in Vol. 327, page 65, Medina County Deed Records, are confirmed and remain unchanged.

EXECUTED this the 4th day of April, 1986.

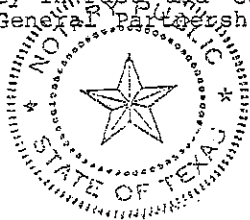
MEDINA OAKS,
A Texas General Partnership

BY:

Charles J. Brown III
CHARLES J. BROWN III, Trustee
and Attorney-in-Fact and
General Partner

THE STATE OF TEXAS *
COUNTY OF MEDINA *

This instrument was acknowledged before me on this the 4th day of April, 1986, by CHARLES J. BROWN III, Trustee, Attorney-in-Fact and General Partner on behalf of Medina Oaks, a Texas General Partnership.



Deborah Kosub
Notary Public, State of Texas
My commission expires: 10-1-89

Deborah Kosub
Printed or stamped name of notary

STATE OF TEXAS
COUNTY OF MEDINA

I hereby certify that this instrument was FILED in FILE Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED in the OFFICIAL PUBLIC Records of Medina County, Texas on

APR 8 1986

Anna Van De Walle



County Clerk, Medina County, Texas

FILED IN MY OFFICE
ANNA VAN DE WALLE

'86 APR 4

PM-445

COUNTY CLERK, MEDINA CO.

AFFIDAVIT OF OWNERSHIP

THE STATE OF TEXAS
COUNTY OF MEDINA

139375

Before me, the undersigned authority on this 26th day of November, 2002, appeared Barry Sanditen, who being first duly sworn deposes and says:

"I, am a Manager of Med-Lake Management, L.C., a Texas limited liability company, the General Partner of Medina Lake Investors, Ltd., a Texas limited partnership (the "Partnership").

The Partnership has in its possession that certain letter dated May 3, 1995 (a copy of which is attached hereto as Exhibit "A") executed by Charles J. Brown in his capacity as developer and managing partner of the Medina Oaks subdivision located in Medina County, Texas, recognizing Charles Brown as "Declarant."

The Partnership also has in its possession an instrument recognizing that the Medina Oaks subdivision executed and filed of record that certain Declaration of Covenants, Conditions and Restrictions of Medina Oaks (as amended, the "Declaration").

The Declaration covered that certain tract of land containing 813.796 acres in Medina County, Texas, known as Medina Oaks Subdivision (the "Subdivision").

The Declaration was recorded in Volume 313, Page 674, and amended by instruments recorded in Volume 319, Page 50 and in Volume 327, Page 65, Deed Records of Medina County, Texas.

The Declaration was further amended by instrument recorded in Volume 31, Page 431, Official Public Records of Medina County, Texas."

Dated this 26th day of November, 2002.

MEDINA LAKE INVESTORS, LTD., a Texas limited partnership

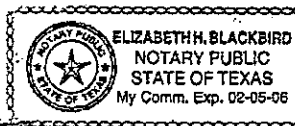
By: MED-LAKE MANAGEMENT, L.C., a Texas limited liability company, as general partner

By: [Signature]
Barry A. Sanditen, Manager

Subscribed and sworn to before me this 26 day of November, 2002.

[Signature]
NOTARY PUBLIC, State of Texas

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mca

THE STATE OF TEXAS
§
COUNTY OF TRAVIS §

This instrument was sworn to and acknowledged before me on the 26 day of November, 2002, by BARRY A. SANDITEN, Manager of MED-LAKE MANAGEMENT, L.C., a Texas limited liability company, as General Partner of MEDINA LAKE INVESTORS, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

Elizabeth H. Blackbird
NOTARY PUBLIC, State of Texas



AFTER RECORDING RETURN TO:

RICK TRIPLETT, ESQ.
GRAVES, DOUGHERTY, HEARON & MOODY, P.C.
POST OFFICE BOX 98
AUSTIN, TX 78767-0098

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EXHIBIT "A"

(Referenced in "Affidavit of Ownership" dated November 26, 2002)

I, Charles Brown, developer and managing partner of Medina Oaks
Subdivision in Medina County, designed the deed restrictions to
allow an individual to purchase an easement across any Medina Oaks
Subdivision lot or to use any Medina Oaks Subdivision lot for access
into any number of tracts behind the Medina Oaks Subdivision lots.

Charles J. Brown, Trustee
Charles J. Brown

5-3-95
Date

ANY PROVISION HERE WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF MEDINA
hereby certify that the instrument was FILED in file number
Sequence on the date and at the time stamped hereon by me and was duly
RECORDED in the Official Public Records of Medina County, Texas
on

FILED IN MY OFFICE
ELVA MIRANDA

03 DEC '02 PM -2:05

DEC 03 2002



Elva Miranda
COUNTY CLERK
MEDINA COUNTY, TEXAS

COUNTY COURT, MEDINA CO.

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