

**AMENDED AND RESTATED**  
**RESTRICTIONS, COVENANTS AND CONDITIONS**  
**OF**  
**TIERRA LINDA RANCH ESTATES**

Updated November 9, 2012

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thereof recorded in Volume 1, Pages 1, 2, 9, 21, 26 and 33 of the Plat Records of Gillespie County, Texas.

F. "Common Areas" shall mean and refer to all the real property, and improvements thereon, owned by the Association for the common use and enjoyment of the Members as designated on the recorded plats of Tierra Linda Ranch Estates as well as such additional common areas as may be acquired by the Association as such.

G. "Lot" shall mean and refer to any lot; tract or parcel of land (with the exception of the Common Areas) shown on the Original Plat and subsequent recorded Plats of Tierra Linda Ranch Estates.

H. "Owner" shall mean and refer to the person or persons, entity or entities, who own a lot by virtue of a recorded deed to the fee, or by virtue of a recorded "Contract for Deed". A contract of lease with option to purchase shall not qualify the holder as Owner. The Association, under no circumstances, shall be deemed an owner pursuant hereto.

I. "Member" shall mean and refer to an Owner of record, as referred to in Article II, Section 9 of the By-Laws; provided, however, that if there are two or more persons or entities constituting an "Owner", said persons or entities shall be deemed, collectively, to be one "Member" hereunder. The Association under no circumstances shall be considered a "Member".

J. "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Paragraph 8 of these Restrictions, Covenants and Conditions.

K. "Residence" shall mean and refer to a permanent structure erected on a Lot for use as a single-family dwelling.

### **3. Non-Commercial Use of Lots.**

None of said Lots, or the improvements erected thereon, shall be used for any purpose other than a private single family residence with the usual and customary accessory buildings such as, but not limited to, garage, guest cottage and servants' quarters. No Lot, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the lot any appearance of a commercial or non-residential use.

### **4. Common Areas.**

The common areas owned or controlled by the Association shall be maintained and governed by the Association in a manner consistent with the purpose of the Association as set forth in the By-Laws and in conformity with the terms and provisions hereof.

### **5. Construction of Buildings and Other Structures.**

All buildings and structures on each Lot shall be of new construction and architecturally in harmony with the primary residential buildings. No unpainted sheet metal or fiberglass structures shall be placed on any of said Lots for use as



an accessory building. No tent, housetrailer, motorhome, or temporary structure of any character may be placed, constructed or maintained on any of said Lots.

**6. Size of Building and Structures.**

Living Area of the Main Residence must be not less than two thousand two hundred (2200) square feet, exclusive of porches, garages and other appendages. A garage must be included in any new main residence construction and must be sized for not less than two (2) standard sized automobiles (440 sq. ft.). Carports only are not allowed. Lots acquired prior to 1/01/05 are "Grandfathered" from the required garage provision.

**7. Set back Requirements and Fencing.**

No building, fence or other structure shall be erected on any Lot nearer than fifty (50) feet from the center line of any street, or side property line, nor closer than 25 feet from any rear property line. Fences, buildings or enclosures on a Lot shall not enclose in the aggregate more than twenty percent (20%) of the total area of said Lot. All fences must be approved by the Committee. Open mesh deer fencing shall not exceed seven (7) feet in height and detached privacy fencing of any type is not considered to be in keeping with the ranch atmosphere.

**8. The Architectural Control Committee.**

There is hereby established an Architectural Control Committee herein referred to as "Committee". The Committee shall determine if the plans and specifications for any fence or structure on any Lot meet the requirements of these Restrictions and determine if the appearance design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such committee shall establish. No construction may begin until a plot plan and plans and specifications have been approved by the Committee. If approval is granted construction shall be commenced within (8) months thereafter and, if not, said approval shall be automatically withdrawn. The building of any approved structure must be completed externally in all respects within (8) months of commencement of construction. The Committee shall designate the streets and roads into which access from each lot must be located and no other access shall be permitted. Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors.

The Architectural Control Committee shall be comprised of no less than three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by any Committee or its members pursuant to this Covenant.

**9. Rules and Regulations:**

The Committee may approve any variance from any provision or term hereof upon written application for same. The decision of the Committee shall be absolutely binding upon all owners and the applicant for a variance. The action taken by the Committee as required herein shall be stated in writing by the committee within thirty (30) days of receipt of plans and specifications, application for variance or



other request for action. In the event the Committee fails to act and advise in writing then written approval will not be required provided the applicant notifies the Committee in writing, certified mail, return receipt requested, that at the expiration of fifteen (15) days following receipt of said notice that the Covenants will be presumed to have been fully complied with unless the Committee takes action as required under these Covenants. Plans and specifications or other requests for action shall be deemed to be properly submitted to the Committee if delivered in person or forwarded by mail, certified, return receipt requested, addressed to the Committee at the registered office of the Association. The residence or buildings, however, must be constructed in compliance with all of the other provisions hereof.

**10. Animals and Hunting:**

No animals other than domestic pets and horses shall be permitted on any of said Lots. Horses may be kept on an Owner's Lot if restrained within a fenced enclosure. The Association may own and maintain livestock and horses of all kinds as hereafter provided notwithstanding the provisions hereof.

Hunting is prohibited on both Association as well as Member owned property unless such hunting is planned and conducted under the direction of the Board of Directors.

**11. Sanitation and Sewage.**

No outside toilets will be permitted, and no installations of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Committee and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

**12. Signs.**

No commercial sign or advertising device may be displayed on any Lot, with the exception of one FOR SALE sign not exceeding five (5) square feet. A general contractor sign may be displayed during initial main residence construction. Political signs shall comply with the provisions of the Texas Property Code, Title 11, Section 202.009, Regulation of Display of Political Signs.

**13. Trash and Garbage.**

No trash, garbage, construction debris or other refuse may be dumped or disposed of or allowed to remain upon any Lot, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and all such material shall be placed within the property lines of the Lot.

**14. Lot Clearing.**

In consideration of livestock grazing, fire safety and general ranch beauty within the concept of a working ranch; owners are encouraged to cut cedar and underbrush and in the process thereof, dispose of it in a timely manner.



**15. Environmental Hazards.**

No noxious substances or undesirable products whatsoever shall be permitted on any Lot. The Committee shall determine the degree of noxiousness or undesirability and its decision shall be conclusive on all parties.

**16. Timber.**

No timber or tree of any kind may be cut by any Owner-Member on Association Common Areas without the express consent of the Board of Directors. Furthermore, no plants, trees, shrubs, or rocks shall be removed from the Association Common Areas without the express consent of the Board of Directors.

**17. Subdividing.**

No Lot, as that term is defined herein, may be re-subdivided by the Owner.

**18. Association Membership.**

All of the Lots are sold or conveyed upon the understanding that the person acquiring title as Owner will be required to become and remain a member in good standing of the Association; and the owner and property shall be subject to the provisions of the By-Laws of the Association including the obligation thereby imposed for the payment of any costs, dues or assessments.

**19. Covenants Running with the Land.**

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, assignment, contract or otherwise, and any person by the acceptance of title to any Lot, tract or parcel of land or entering into a contract for purchase of same shall thereby agree and covenant to abide by, and fully perform all the foregoing Restrictions, Covenants and Conditions. These Covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Gillespie County, Texas, unless changed or amended as provided herein. Said Covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title may amend or change said covenants in whole or in part at any time by a 51% vote of the total Members. Voting shall be determined by Article VI, Section 4, of the By-Laws. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the Board of Directors and certified as to Owner approval by the Secretary of the Association and recorded in the office of the County Clerk of Gillespie County, Texas. A copy of any change or amendment to these Restrictions, Covenants and Conditions shall be forwarded by prepaid mail to all owners by the Association. Failure to furnish said copy shall not affect the validity of such change or amendment.

**20. Separability of all Terms and Provisions.**

If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby, nor shall any failure of the Association to seek enforcement of any term or provision constitute a waiver of any right to do so in the future of the validity or enforceability of such term or provision.



**21. Enforcement.**

The Association and every other person, firm or corporation hereinafter having any right, title or interest in any Lot, or parcel of land in this subdivision shall have the right to prevent the violation of any said restrictions by injunction or other lawful procedure and to recover damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

**22. Interpretation.**

The right is expressly reserved to the Association and its successors and assigns to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed in paragraph 21 above.

**23. Abatement and Removal of Violation.**

Violation of any restriction or condition or breach of any Covenant herein contained shall give the Association, or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Owner thereof and the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

**24. Easement Covering All Lots.**

The Owner of each Lot shall, by the acceptance of a deed or entering into a contract for the purchase of the property, agree, grant and convey unto the Association and each and every other Owner a general and perpetual easement for the use and enjoyment of said property not under fence as permitted herein in the following particulars:

(a) To each Owner and the Association free ingress and egress for the riding of horses, hiking, and other reasonable outdoor activities or for the purpose of traversing said property to reach other areas of the subdivision.

(b) To the Association for the purpose of allowing the Association to own, maintain, quarter, graze and care for livestock and horses of whatsoever kind or character that the Board of Directors of the Association may elect to purchase or otherwise acquire.

The Purpose of this easement is to provide a method and procedure whereby all Owners may freely and without limitation move about the subdivision for the purpose of promotion of outdoor social and recreational activities limited only by that portion of each tract that may be fenced under the terms and provisions of this instrument and further to provide a method and procedure whereby the Association may establish, maintain and operate a working ranch on all of the property of the sub-division whether owned or not by individual owners, which property is not fenced as provided herein.

**25. Working Ranch.**

The Association is hereby specifically granted the right to operate and maintain a working ranch in the subdivision on the common areas and park areas and to use that portion of each Owner's Lot that is not fenced as provided herein for grazing of cattle, horses or any other livestock. Each Owner hereof specifically agrees to




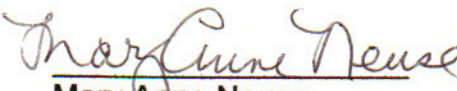
the operation of said working ranch by the Association, and Owner as a member of said Association may be called upon to share in the cost thereof by maintenance fees, assessments or otherwise but there shall be no distribution or remuneration of any kind or character to the Owner from said Association by reason of the operation of a working ranch. It being the intent and purpose of the Homeowners' Association to preserve and maintain the atmosphere, beauty, natural resources and inhabitants of the area that can exist within the concept of a working ranch.

These Restrictions, Covenants and Conditions are hereby dedicated and declared to be governed and burdened by the terms and provisions of the property comprising the subdivision known as Tierra Linda Ranch Estates, plats of which are recorded in Vol. 1, Pages 1, 2, 9, 21, 26 and 33 of the Plat Records, Gillespie County, Texas.


The Subdivision herein referred to comprising Tierra Linda Ranch Estates contains a total of 369 Lots other than Common Area and Owners of no less than 51% of the prorata votes of said Lots do hereby approve of and adopt the foregoing amendments and restatement of the Restrictions, Covenants and Conditions of Tierra Linda Ranch Estates subdivision recorded in Vol. 1, Page 1 of the Plat Record of Gillespie County, Texas, and any amendments thereof.


This is to certify that the above are the recorded property Owners of no less than 51% of the prorata votes of Tierra Linda Ranch Estates, hereinbefore described, who have approved the changes incorporated into these Restrictions, Covenants and Conditions at the Annual Meeting on November 9, 2012.

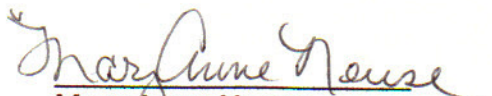
  
Norman Wells  
President

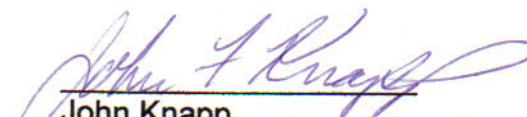
  
Mary Anne Neuse  
Secretary

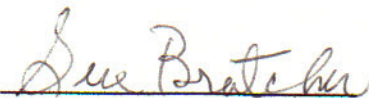
Signed this 14<sup>th</sup> day of November, 2012

  
Norman Wells  
President

  
Robert Skinner

  
Mary Anne Neuse  
Secretary

  
John Knapp  
Treasurer

  
Sue Bratcher  
Member-at-Large



State of Texas

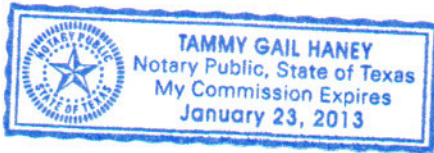
County of Gillespie

Signed and acknowledged before me the undersigned Notary Public by Norman Wells, the President of Tierra Linda Ranch Homeowners' Association, on the 14 day of November, 2012, as the act and deed of said corporation.

Tammy G. Haney  
Notary Public in and for the State of Texas

Tammy G. Haney  
Notary's Printed Name

My Commission Expires: 1-23-13





**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Mary Lynn Rusche*

Mary Lynn Rusche, County Clerk  
Gillespie County Texas

November 16, 2012 01:08:04 PM

FEE: \$47.00  
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