

**DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS, RESERVATIONS AND EASEMENTS**

**THE 1623 DIVIDE**

STATE OF TEXAS

COUNTY OF BLANCO

The 1623 Divide, LLC and the JLP Investment Trust, (the “Developer”) being the owner of the following described real property lying and being situated in the County of Blanco and the State of Texas, as more particularly described as follows, to-wit:

Tracts 1-19, The 1623 Divide, a subdivision in Blanco County, Texas, according to the map or plat recorded in Volume 3, Page 354, Plat Records, Blanco County, Texas, and as shown on the plat attached hereto as Exhibit “A”.

(Referred to herein as “THE 1623 DIVIDE”, the “Subdivision” or the “Property”)

ARTICLE I: INTRODUCTION

For the purpose of carrying out a uniform plan for the development, improvement and sale, and to insure the preservation of such uniform plan for the benefit of both the present and future owners, Developer does hereby declare, adopt, and impose upon the above described real property the following covenants, conditions, easements, restrictions, and limitations, which shall apply to and become a part of all legal instruments whereby title or possession to any Tract in said Subdivision is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefits of all parties, now or hereafter, owning or using above described Property or any portion thereof, their heirs, executors, administrators, successors and assigns.

ARTICLE II: ADDITIONS TO THE PROPERTY

A. Incorporation: The Developer, its successors and assigns, shall have the sole right, without requiring the consent or approval of any third party, including the Owners of any Tracts (“Owner/s”) or lienholders on those Tracts, at any time prior to July 31, 2031, to annex or incorporate within the scheme of this Declaration, additional land, Tracts or phases of the property, (a) following the acquisition of such property, or (b) barring the acquisition of such property, with the consent of the record owner of such other property. Such annexation or incorporation shall be limited to a quantity of no more than twelve (12) additional Tracts which Tracts shall be a minimum of thirty-five (35) acres in size. Any such annexation or incorporation of additional land or Tracts shall be subject to compliance with all Blanco County regulations and shall require the approval of Blanco County.

B. Filing Affidavit: To evidence the annexation or incorporation of additional property, Developer shall record an Affidavit stating that such property has been annexed or incorporated into the Subdivision.

### ARTICLE III: PROPERTY RIGHTS

SECTION I. Owner's Easement and Right to Use of the Shared Access Driveway: The Shared Access Driveway being a sixty foot (60') wide easement ROW, consisting of the Main Entrance off of RM 1623, and the two internal roads named "Skyline Drive" and "LewDele Lane", as shown on the Subdivision plat attached hereto as Exhibit "A".

A. Every Owner of a Tract shall have a right and easement to the Shared Access Driveway including without limitation, the right of vehicular, pedestrian and equestrian ingress and egress, in and to the Shared Access Driveway, which shall be appurtenant to and shall pass with the title to every Tract. The right and easement to the Shared Access Driveway shall also be deemed granted to the Association and each Tract owners' families, guests, invitees, employees, and tenants.

B. Developer reserves the right to fully utilize said Shared Access Driveway at all times for the benefit of the Developer's property described herein. The Developer further reserves the exclusive right, at its sole discretion, to fully utilize said Shared Access Driveway, and the right, at Developer's sole expense, to extend the Shared Access Driveway within the ROW shown on the Subdivision plat drawing attached hereto as Exhibit "A", for the potential, future development of no more than twelve (12) additional Tracts located within what is now an approximately 550 acre parcel of land bordering the Northern boundary of the Subdivision. Should Developer elect to extend the Shared Access Driveway for the development of any such addition Tracts, said Tracts shall be restricted to Single Family Residential use as defined herein, shall be a minimum of thirty-five (35) acres in size, and shall be subject to, at a minimum, all of the terms and conditions of this "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS".

### SECTION II. Association's Right of Entry / Fire Suppression:

A. The Developer, the authorized representative of the Association or its Board of Directors shall be entitled to reasonable access to the individual Tracts described herein as may be required in connection with the preservation of life or property on any individual Tract or Tracts in the event of an emergency or in connection with the maintenance of, repairs or replacement of facilities within the common areas; provided, after such entry, the Developer or the Association shall restore the Tract to its former condition. Said reasonable access to the individual Tracts shall include access related to and required for the maintenance of agricultural valuation, (whether for agricultural use or wildlife management). The Property is currently under an agricultural open-space exemption for property tax purposes based on the grazing of

livestock. If an Owner of a Tract wishes to continue such use, said Owner shall execute a grazing lease on mutually acceptable terms with the owner of livestock within Subdivision. If an Owner of a Tract wishes to discontinue such use, the Owner shall then be required to fence out livestock from their Tract at the Owner's sole expense. Any change in use may result in a rollback tax which will be the responsibility of the Owner of the affected Tract. Nothing contained herein shall create an obligation for the Declarant to either enter into a grazing lease with an Owner of a Tract or continue to facilitate livestock being grazed on any portion of the Property.

B. One 2,500 gallon Fire Suppression water storage tank, ("Fire Suppression Tank"), is located on Tract 10 as shown on the Individual Tract plat drawings attached hereto as Exhibit "B". This Fire Suppression Tank is dedicated for use to suppress fires and shall not be utilized for any other purposes. The Fire Suppression Tank is located on the West side of the Shared Access Driveway within eight feet of said driveway and in conformance with the Blanco County regulations in effect as of the date of final plat approval for the Subdivision. The water well adjacent to the Fire Suppression Tank and located on Tract 10 is also as shown on Exhibit "B" and is, in part, dedicated for fire protection and specifically for the purpose of filling and refilling the aforementioned Fire Suppression Tank. Said well shall be maintained and kept operational by the Developer or the Property Owners Association (the "Association") until such time that Tract 10 is purchased by an Owner, (or subsequent Owners), at which time the well shall become the property of the Owner of Tract 10, and shall be available to such Owner for the exclusive use of that Owner in conformance with all water usage regulations applicable to water wells located within the Subdivision. In addition, the Owner of Tract 10 shall be responsible for maintaining and keeping operational and accessible the well, a supply line from the well to the Fire Suppression Tank, and the Fire Suppression Tank, for use by fire department personnel, or other firefighting personnel, in the event of a fire within the Subdivision. It shall be the responsibility of the Association to verify that the Fire Suppression Tank is kept full of water and to make certain that the Owner of Tract 10 keeps the fire protection well in good working order and operational at all times, and if said owner fails to do so the Association has the authority to take whatever measures are appropriate and necessary to make certain that the well and Fire Suppression Tank are in good working order and available in the case of a fire emergency in conformance with Blanco County regulations. The Owner of Tract 10 shall be permitted to relocate the Fire Suppression Tank to any location such Owner prefers or finds convenient, as long as the revised location complies with Blanco County regulations and as long as the Fire Suppression Tank is located where it is accessible and available for firefighting personnel's use. Should the Owner of Tract 10 decide to relocate the Fire Suppression Tank, such relocation shall only occur after the Owner receives the written approval of the Architectural Review Committee.

## ARTICLE IV: PROPERTY OWNER'S ASSOCIATION

SECTION I. Membership: Developer and every Owner of a Tract, which is subject to an assessment, shall be a member of the association ("Member") known as THE 1623 DIVIDE Property Owners Association, Inc., a Texas nonprofit corporation (the "Association"). The Association shall be formed as a non-profit corporation at the discretion of the Developer and shall be governed under the laws of the State of Texas and the Bylaws or other regulations imposed by said corporation. Such Owners and Members shall abide by the Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a Tract automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any Tract that is subject to assessment.

Prior to the Developer relinquishing control to the Association, which shall occur once the Developer has sold seventeen (17) of the Subdivision Tracts, (or at any previous time determined at Developer's sole discretion), the Developer shall have the unilateral right to establish and appoint the Directors of the Association and to appoint the Architectural Review Committee. At such time that the Developer transfers control to the Association, the Association by a simple majority shall elect at least three (3) Directors of the Association, Officers of the Association to include the President, Vice-President, Treasurer and Secretary and at least three (3) Members of the Association to serve on the Architectural Review Committee. Each Member shall have one vote with respect to each Tract owned by such Member. A simple majority of the votes shall be used to determine the policy of said Homeowner's Association. A duly elected Member of the Association is eligible to concurrently serve as a Director, Officer and a member of the Architectural Review Committee.

SECTION II: Rights and Obligations of the Association: The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Shared Access Driveway as described herein and including the Shared Access Driveway Main Entrance, which includes the electric operated gates, rock columns and walls, landscaping and fencing, (the "Main Entrance"). All swales, ditches, culverts and other instruments of drainage shall be maintained and remain open and clear of debris at all times. Tract Owners shall be responsible for the routine maintenance and clearing of normal debris of all swales, ditches, culverts and other instruments of drainage located within the Shared Access Driveway and within their respective Tract/s.

## ARTICLE V: ASSESSMENTS

SECTION I. Assessments; Creation of a Lien: Each Tract owner, (with the exception of those unsold Tracts still owned by the Developer), by acceptance of a deed for the Tract/s, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (a) annual assessments or charges, and (b) special assessments for required

maintenance, repairs or capital improvements, such assessments to be established and collected as provided in this Article. The annual and special assessments, if not paid when due, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed.

SECTION II. Purpose of Assessments: The assessments collected by the Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and the enjoyment of the Shared Access Driveway and the Main Entrance, including but not limited to, the cost of construction, repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the procurement and maintenance of insurance and in accordance with the Bylaws, the employment of attorneys, accountants and other professionals to represent the Association when necessary, and such other needs as may arise. The Developer, until such time as he deems necessary, may use the assessments or any part thereof, for developing, improving, operating and maintaining the Shared Access Driveway and the Main Entrance which the owners and/or occupants of Tracts may be privileged or shall have the right to use. It is agreed and understood that the judgment of the Developer, as custodian and administrator of said assessments, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

SECTION III. Assessments: Assessments shall initially be set at Eight Hundred Dollars, (\$800.00), annually per Tract, and may, pursuant to the procedures outlined in the Association's Bylaws, be raised or lowered as appropriate and necessary.

SECTION IV. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement. Any such assessment shall have the assent of the members of the Association in accordance with the Bylaws.

SECTION V. Uniform Rate of Assessment: Both annual and special assessments shall be fixed at a uniform rate for all Tracts.

SECTION VI. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any Tract subject to the assessment on the first day of the month following the date on which title to the Tract is conveyed to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the Tract is transferred. The assessments shall be due annually, or due as directed by the Developer or the Board of Directors of the Association.

SECTION VII. Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall bear interest from the due

date at the rate of Ten (10%) percent. The payment of the assessment and interest payment hereby imposed shall be secured by an express lien in favor of the Developer (and Association, when formed) as custodian and administrator of the assessments, which lien is placed and imposed upon each Tract in the Subdivision subject to such charge. There is hereby granted unto the Developer (and Association, when formed) an express lien against each Tract of the Subdivision to secure all obligations of the Owner or Owners of said Tract imposed upon such Owner/s, or Tract, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (V.T.C.A. Property Code 51.002) or a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby. Neither Developer nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

SECTION VIII. Subordination of the Lien to Mortgages or Deeds of Trust: The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to a mortgage or deed of trust foreclosure or any proceeding or deed in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VI: USE RESTRICTIONS AND BUILDING REQUIREMENTS

SECTION I. Single Family Use, Main Dwelling Unit and Secondary Dwelling Unit: All Tracts in the Subdivision are restricted to use for single-family residential, agricultural or wildlife habitat purpose consistent with obtaining and maintaining an agricultural or wildlife tax exemption. No commercial use shall be allowed except that a business operated from the residence / home will be allowed, provided, that such business is not conspicuous, does not require any signs, does not result in excessive use of the roads, does not have more than two (2) employees other than the Owners of the Tract, and does not result in unsightly or excessive storage. Auto repair business, day care provider, fix it shop, gun dealers or other similar businesses do not qualify as home-based businesses. Short Term Vacation Rentals / "Bed and Breakfast" operations are strictly prohibited within the Subdivision. Only one single-family, permanent residence, ("Main Dwelling Unit"), is allowed per Tract and each Main Dwelling Unit shall include an attached or detached garage, which garage must be suitable for not less than two automobiles. In addition, each Tract may include up to two (2) other detached dwelling units, guest house, cottage, casita, barndominium, ("Secondary Dwelling Unit"). Each and every dwelling unit hereafter constructed on any Tract within the Subdivision development shall be subject to the Architectural Guidelines and Reviews as adopted by the Developer or the Association. There is no requirement that any improvement/s, (including any dwelling unit), be commenced by any deadline or within any minimum time frame. The Main Dwelling Unit shall contain a minimum of two thousand four hundred (2,400) square feet of heated and air-conditioned living area, exclusive of porches, garages and breezeways. Any Secondary Dwelling Unit/s shall be a minimum of 600 square feet of conditioned living area and no larger than 50%

of the living area of the Main Dwelling Unit. A Secondary Dwelling Unit may be built before the Main Dwelling Unit, however in such case, the Secondary Dwelling Unit must be completed within twelve (12) months of commencement of its construction, and the Main Dwelling Unit must be completed within forty-two (42) months of the commencement of construction of said Secondary Dwelling Unit.

SECTION II. Building Materials and Architectural Review Committee Approval: It is the intent of the Developer that all dwellings and other structures have a neat and attractive appearance and that they are designed and constructed in a manner which will be a credit to the entire development. In order to preserve the views within the development, and more particularly to protect the views from each Tract, all structures shall be designed, located and built with that goal in mind. Although single story dwellings and other structures are preferred and will be most conducive to preserving views and privacy, two story structures will be permissible, as long as they do not unreasonably impinge on the views or privacy of other Tracts, while also meeting the criteria and standards established by the Developer and the Architectural Review Committee in order to protect the values of all Tracts within the Subdivision. In that regard, exterior colors shall be limited to natural colors that blend into the surrounding, natural area. No bold or high gloss colors that stand out will be permitted. All buildings erected on site shall be of new construction, and shall be constructed of approved building materials. "Approved Building Materials" for exterior walls include brick, stone, stucco, wood, Hardiplank, wood siding or wood facsimile. Reflective metal, cinder block or any kind of highly reflective metal is not a permissible exterior wall covering for any building. Each primary residential structure shall have exterior walls of at least fifty (50%) percent masonry. Cement siding such as Hardiplank shall not qualify as masonry construction under these restrictions. No chain-link fencing shall be permitted unless such fencing is not visible from any other tract. Roofs may be constructed of either (a) dimensional composition shingles (no standard 3-tab shingles) (b) concrete or clay tile (c) metal subject to the review and approval of the Architectural Review Committee. No improvements shall be constructed within the Subdivision without the prior written approval of the Developer and/or the Architectural Review Committee, which approval shall not be unreasonably withheld.

SECTION III. Completion of Construction: Construction activity related to structures of any type or for any purpose on any Subdivision Tract shall be completed within twelve (12) months from the commencement of construction, unless prior written consent is obtained from the Architectural Review Committee, provided however, the Architectural Review Committee shall only be permitted to provide one (1) extension not to exceed six months. All construction equipment, materials and trash shall be managed, contained, stored and cleared on an ongoing basis. It is the sole responsibility of each Tract Owner to make certain that their builder/s and trade contractors maintain a neat, clean and orderly job site during construction so as to make certain that such construction activities do not become a nuisance to, an eyesore to, or otherwise objectionable to other Tract Owners within the Subdivision.

SECTION IV. Various Use Limitations:

A. No single or doublewide manufactured homes or trailers, kit homes or modular homes shall be placed or built on any Tract within the Subdivision. As used herein, the term "single-family" shall be construed to prohibit use of any Tract for duplex houses, condominiums, townhouses or apartment houses. The term "single-family residential use" shall be construed to prohibit multiple families from utilizing any individual Tract as a permanent residence and shall prohibit any individual who is not a member of the Tract Owner's immediate family from permanently residing on any Tract. No above ground swimming pools are allowed on the Property.

B. Garages, workshops, barns, pool cabana, and other outbuildings, ("outbuildings") may be built prior to or while the primary residential dwelling is being built, so long as they are of good construction, kept in good repair and as long as the primary dwelling is completed within forty-two (42) months of commencement of construction of said outbuilding/s. Each Tract will be permitted to have no more than two large barns, storage buildings or workshops, ("Barn/s"), with the larger of the Barns having a maximum footprint of 4,800 square feet and the smaller Barn having a maximum footprint of 3,000 square feet. In addition, a Tract Owner may have a building to house a permitted animal or animals, so long as such structure is constructed during or after the primary residence and has been approved by the Architectural Review Committee, aesthetically conforms to the dwelling located on the Tract and blends in to the area. Under no circumstances shall an Owner be allowed to construct any temporary housing for any animals or maintain animals on a Tract prior to the construction of the primary residential dwelling or prior to permanently residing in the Subdivision. Propane and/or butane tanks shall be buried or concealed in a fashion that they are not visible from any other Tract and shall not be placed prior to receiving approval of the Developer or the Architectural Review Committee.

C. No commercial vehicles of any kind, including buses, semi-trailers, tractors, machinery, equipment, trucks larger than one (1) ton pickups, shall be kept, parked, placed, maintained or stored inside of the Subdivision. Motor homes, recreational house trailers, horse trailers, campers, boats, boat trailers of any type which are kept on any Tract, shall not be visible from any other Tract or from the Shared Access Driveway, and shall never be used as a temporary or permanent dwelling.

D. No commercial breeding, housing or production of animals, birds, swine or reptiles will be permitted on any Tract. Horses, donkeys, llamas, alpacas, sheep, goats, cattle, chickens, honeybees and other animals subject to approval of the Association, will be permitted on a Tract, provided however, on average no more mature animals than one (1) unit per five (5) acres or the minimum number of animal units required by the Blanco County Appraisal District necessary to maintain an agricultural open-space exemption on said Tract. The purpose of this restriction is to prevent an overgrazing situation to a point that it is unsightly or in any respect detrimental to the Subdivision. Honeybee hives shall be limited to twice the minimum number of hives required by the Blanco County Appraisal District necessary to maintain an agricultural open-space exemption on each Tract. It is the responsibility of each Tract Owner to utilize appropriate means, including approved fencing, to confine all personal livestock and pets, including dogs, to



their Tract(/s). Dogs may be walked on and within the Shared Access Driveway, but they must be leashed while in the Shared Access Driveway ROW. If Owners have a pet cat or multiple cats, they are not required to take measures attempting to confine such cats to their Tract/s, however outdoor cats or barn cats must be spayed, neutered and vaccinated to make certain that the Subdivision does not get over run with feral cats which would be seriously harmful to native wildlife, especially birds.

E. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Tract and no odors shall be permitted to arise therefrom so as to render the Tract or any portion of it unsanitary, unsightly, offensive, or detrimental to any other Tract or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. No Tract or any part thereof shall be used or maintained as a dumping ground for rubbish. No junk, repair, inoperable vehicles or wrecking yard shall be located on any Tract. Material of any kind stored on any Tract shall be arranged in an orderly manner and shall be properly covered or otherwise out of sight from the Shared Access Driveway or from any other Tract. **LITTERING IS EXPRESSLY PROHIBITED** at any location inside the subdivision including on or along the Shared Access Driveway inside the Subdivision.

F. Setbacks for improvements and structures shall be as shown on the Individual Tract plat drawings attached hereto as Exhibit "B". Except as otherwise shown on Exhibit "B", the standard setbacks for structures / improvements shall be a minimum of ninety (90) feet from the property line of any adjacent Tract and a minimum of sixty (60) feet from the from the sixty foot (60') Shared Access Driveway, unless otherwise approved in writing by the Developer or the Architectural Review Committee. In addition, any structure, (with the exception of approved fences), erected on any Tract within the Subdivision must be set back a minimum of twenty feet (20') from any Subdivision perimeter boundary fence, to facilitate maintenance and or replacement of such fences. All fences must be setback at least twenty feet (20') from the sixty foot (60') Shared Access Driveway as described herein.

G. **No Tract shall be used in a manner that adversely affects any other Tract owner/s or creates an annoyance or nuisance to any other Tract Owner/s.** This shall include noise pollution such as barking dogs, loud music, excessively noisy ATVs or any activity or use which causes a nuisance. No outdoor shooting ranges for any type of firearm are permitted. Additionally, no vapor lights or any sort of light that causes night time sky pollution shall be permitted. All exterior lighting must be approved by the Developer and/or the Architectural Review Committee. This includes radio tower transmitters, antennas and neon lights. Satellite dishes shall be permitted however their size, location and mounting supports shall be subject to the approval of the Architectural Review Committee.

H. No water well, septic tank or other means of sewage disposal may be installed unless the construction and location complies with all existing state, county, or other governmental regulations and is approved by the proper governmental authorities having jurisdiction with respect thereto. Installation of such water wells or septic systems shall not commence without the

prior approval of the Developer and/or the Architectural Review Committee, which must be provided with copies of appropriate permits confirming compliance with applicable regulations. All water wells existing prior to the recording of the final approved Subdivision plat, which wells are located on any individual Tract, shall convey with the Tract and become the property of such Tract Owner/s and shall be available to such Owner/s for their use.

I. No signs shall be placed on any Tract, provided, however, one professionally made "For Sale" sign not exceeding four (4') square feet in size shall be allowed to advertise a particular Tract for sale.

J. Storage tanks for water are permitted, however the location, size and design of such water storage tanks must be approved either by the Developer or by the Architectural Review Committee prior to their installation. Antennas or masts higher than twelve (12) feet are prohibited without the express written approval of the developer or the Architectural Review Committee.

K. The Developer or the Association shall have the right to monitor the Tracts for the presence of vegetative diseases, such as Oak Wilt, and if a vegetative disease is found the owner of such Tract is responsible to take appropriate curative and preventative measures, (at the Tract owner's expense), as may be reasonably necessary to prevent the spread of the disease as outlined or determined by a specialist in the field. Every individual Tract Owner is responsible for their own expenses in preventing, controlling and eliminating vegetative diseases which pose a threat to the entire Subdivision. If Oak Wilt is discovered on any Tract, and the Owner of such Tract refuses or fails to take timely corrective measures, the Developer and/or the Association shall have the right to enter the Tract to see that appropriate corrective measures are taken, and the Tract owner/s shall be responsible to reimburse the Association or Developer for the costs incurred. The failure of the Tract Owner to make such reimbursement shall be treated the same as nonpayment of Annual Assessments or Special Assessments and subject to a lien and enforcement of such lien as provided in Article III above.

L. Fences or walls shall be limited to a height of eight foot and seven inches (8' 7"). The location of the fence must be approved by the Architectural Review Committee. Chain link, lattice, or plastic fences shall not be permitted except in locations which are not visible from the Shared Access Driveway or from any other Tract. Plans for the construction of a fence or wall must be approved by the Developer or Architectural Review Committee prior to construction. Each Tract Owner shall be responsible to pay for the repair of any underground utilities damaged due to any construction activities performed on such Owner's Tract, whether such construction was performed by the Owner or by a contractor performing such work for said Owner. All fences and walls must be maintained in a manner to keep them in good condition. All fence or wall construction must be completed within sixty (60) days of commencement of said construction, unless approval of a longer duration is received in writing from the Architectural Review Committee or the Developer. All existing fencing and structures which existed on any Tract prior to the promulgation of these restrictions shall be grandfathered and permitted to remain whether or not such fencing or structures are in conformity with these restrictions. Each Tract Owner shall be solely responsible for maintenance and repairs of any Subdivision perimeter

fencing immediately contiguous to such Owner's Tract/s, which fencing was in existence when title to such Tract transferred to said Owner.

M. Each Tract shall have only one (1) Tract Access Driveway from the Shared Access Driveway, for access, ingress and egress into and out of each Tract, unless approved otherwise by the Developer or the Architectural Review Committee. All Tract Access Driveways must be designed and constructed so as to comply with all Blanco County specifications for such driveways and in a manner not detrimental to the Shared Access Driveway. In addition, the plans for each Tract Access Driveway must be approved by the Developer or the Architectural Review Committee prior to commencement of construction, which approval shall not be unreasonably withheld.

N. It is the intention of the Developer that THE 1623 DIVIDE shall be a Subdivision which preserves, (to the highest degree possible and practicable), the natural environment for the use and enjoyment of all Tract Owners, as well as all guests and visitors to the Subdivision. The preservation of the natural environment includes desirable and non-invasive vegetation, as well as native and migratory wildlife. With that goal in mind, THE 1623 DIVIDE is NOT a hunting venue or location, it is a residential neighborhood, and not an area conducive to hunting and the discharge of firearms for recreational hunting purposes. Therefore, the hunting and killing of native wildlife within the Subdivision is strictly prohibited and will only be permitted upon certain circumstances which might cause the Association to make occasional exceptions to said prohibition. A broad exception to this prohibition is that any Owner or family member or guest of any Owner is always permitted to kill venomous snakes, sick or injured animals, or any animal that poses any sort of imminent threat to humans, pets or domestic animals such as chickens. Concerning deer, the Developer or the Association, in conjunction with a licensed Wildlife Biologist or other representative of the Texas Parks and Wildlife, shall, whenever deemed necessary, perform surveys of the deer population within the Subdivision in order to determine whether any harvesting of deer will be recommended or required in order to avoid over population. The hunting and harvesting of deer shall only be allowed when approved in advance by the Developer and/or the Association, as determined through such process. The annual surveys will determine whether harvesting in any given year is appropriate and will also determine the maximum quantity of deer which should be harvested. When a determination is made that the harvesting of deer is recommended, said harvesting shall be accomplished by bow hunting only. The Developer or the Association, in concert with those Owners desiring to participate in such harvesting of deer, will coordinate all harvesting activities to assure that the maximum harvest limit is not exceeded, and to assure that the harvesting is done as humanely as possible.

O. Except as otherwise provided herein, no Tract within the Subdivision may be used, subdivided or otherwise acquired for the purpose of providing access to and from adjoining property that is not within the Subdivision. This does not preclude an Owner within the Subdivision who acquires more than one Tract from constructing a driveway on one Tract in order to gain access to the other adjoining Tract within the subdivision.

SECTION V. Duty to Maintain and Rebuild:

A. No Tract shall be used or maintained as a dumping ground for trash, rubbish or yard waste. Trash, garbage or other waste shall not be kept except in sanitary containers located out of view from the street and must be pet and varmint proof. Violators will be charged a clean-up and disposal fee. Incinerators are prohibited. Containers and equipment used for the storage and/or disposal of said materials shall be kept in a clean and sanitary condition.

B. If all or a portion of a residence or other building is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, clean up and promptly rebuild, or repair such building/s in a manner satisfactory to the Architectural Review Committee.

SECTION VI. Construction Requirements:

A. In the event that mud, debris, or any other construction materials are deposited onto the street by any means, it shall be the responsibility of the contractor or Tract Owner to remove the mud from the street within a reasonable amount of time not to exceed thirty-six (36) hours. If not removed within such period, the Property Owners Association or Developer will clean the street and bill the Tract Owner for the cost. The Association shall have a lien on that Tract to cover the cost of removing the mud, debris or other materials from the street in accordance with Article III, Section VII, to secure the repayment of such cost. Such lien may be enforced by foreclosure.

B. No lattice or T-11 will be allowed for underpinning, fencing, or any other use within the Subdivision, except where it is not visible from the Shared Access Driveway or from any other Tract.

SECTION VII. Septic Systems: All Tract Owners shall be required to obtain a permit, install and maintain a sanitary septic tank and system for the treatment of house sewage. The use of aerators with septic systems shall also be permitted with proper approvals. All septic tank and soil absorption sewage systems shall be constructed in accordance with the requirements of the Blanco County Health Department. Written certification that the system complies with applicable requirements shall be presented to the Association or the Developer by the Owner of a Tract prior to occupancy of the premises.

SECTION VIII. Underground Utility Lines: Utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire must be placed underground, except and unless the Developer or the Architectural Review Committee provides written approval to do otherwise, or unless above ground utility lines were already in place prior to receipt of final plat approval for the Subdivision. The Developer and Architectural Review Committee, at their sole discretion, will only allow exceptions to the rule of Underground Utilities in instances where such above ground installation shall not be objectionable by adversely impacting the views from the Shared Access Driveway or from any other Tract in the Subdivision.

SECTION IX. Building Plans: No building or other structure shall be erected, placed, substantially changed, or remodeled on any Tract, nor shall any site preparation begin, until the proposed building plans and specifications, exterior finish plan, plot plan, landscaping plan, construction schedules, and builder have been approved in writing by the Developer/Association or its successors in title or by the Architectural Review Committee. If the Developer/Association fails to approve or disapprove such items in writing within thirty (30) days after the same have been received by it in proper written and blueprint form, such written approval will not be required; however, no building shall be erected which violates any of these covenants and restrictions herein in any event.

SECTION X. Utility Easements: There shall be a twenty (20') foot wide utility easement reserved along all Shared Access Driveway property lines and a ten (10) foot utility easement reserved along all other property lines. In addition, there shall be a utility easement to facilitate any access required to examine, service, repair or replace the underground electric infrastructure within the Subdivision, which is located either within or near the Shared Access Driveway 60' ROW, and which is shown on the Individual Tract plat drawings attached hereto as Exhibit "B". There shall be a utility easement for the benefit of Tract 1, to get, (if needed), electric service from the existing above ground electric service located on the South side of Tract 3, which easement is also shown on Exhibit "B". Should the Owner of Tract 1 decide to bring electric service from the existing above ground electric service located on Tract 3 into Tract 1, it shall be the sole responsibility of the Owner of Tract 1 to pay for all costs associated with the extension of said service, and all work shall be performed in conformance with the recommendations of the Architectural Review Committee, which must approve the work prior to commencement.

SECTION XI. No Subdividing: The Owner of any individual Tract shall not be allowed to further subdivide such Tract. However, any Owner of two or more contiguous Tracts shall be permitted to modify the property line between such contiguous Tracts, providing that no such modification shall be permitted which would result in either Tract being smaller than twelve and one-half (12.5) acres in size and provided that such Owner shall be responsible for any and all costs associated with such modification, which modification shall comply with all Blanco County regulations and shall be recorded in the County records.

#### ARTICLE VII: OTHER PROPERTY TO BE ANNEXED

This Declaration of Covenants, Conditions, Restrictions, Reservations and Easements apply only to the land described herein, provided however, Developer may but is not obligated to impose these Restrictions on other property owned by Developer, whether contiguous or non-contiguous and whether currently owned or procured at some future date. The Developer reserves the right to add or annex additional Tracts or additional land to the Subdivision from time to time as the opportunity to do so might arise, and such Tracts or land shall become subject to a similar scheme of Restrictions by the recording of a Supplementary Declaration of Covenants, Conditions, Restrictions, Reservations and Easements which shall extend to such annexed property.

## ARTICLE VIII: GENERAL PROVISIONS

SECTION I. Enforcement: Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any Tract owner, by the Association, or by the Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any Tract Owner, builder, the Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or of the right to seek enforcement of these restrictions. All court costs and attorney's fees incurred in the enforcement of these restrictions shall be due and payable to the prevailing party.

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

SECTION III. Restrictions Run with Land and Amendment of Restrictions: Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of all Tracts subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. Until such time as the Developer has sold seventeen (17) Tracts, the Developer, for itself and its successors and assigns, reserves the right to alter, amend or revise these covenants and restrictions unilaterally, provided, however, that any actions by the Developer to so alter or amend these covenants and restrictions shall be performed in good faith and consistent with the Developer's best judgment regarding the overall wellbeing of the Subdivision and all Owners of Tracts within the Subdivision. The Developer, however, at any time prior to selling seventeen (17) Tracts, may waive such right. After the Developer has either sold seventeen (17) Tracts, or after the Developer has waived its right to unilaterally alter, amend or revise these covenants, these covenants and restrictions may be revised or amended only by a written instrument signed by the owners of the Tracts, with a minimum of seventy-five (75) percent of the votes in the Association voting in favor of such amendment, and the amended instrument shall be recorded in the Official Public Records of Blanco County, Texas. However, no amendment shall be effective to: (1) release a Tract Owner and/or the Association from its responsibility to maintain the Shared Access Driveway, unless a successor is appointed and accepts such responsibilities; or (2) permit a Tract Owner to further subdivide a Tract.

SECTION IV. Amendments to Articles and Bylaws: Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws.

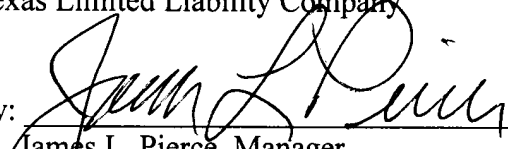
SECTION V. Non-Liability of the Directors and Officers: Neither the Developer nor the directors or officers of the Association shall be personally liable to the Owners for any mistake

of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Owners shall indemnify and hold harmless the Developer, each of the said directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

SECTION VI. Variances: In accordance with the general intent as stated above, the Architectural Review Committee may, on a case by case basis, authorize variances from compliance with any of the provisions of this Declaration, including but not limited to the building setback requirements contained herein. Variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the members of the Architectural Review Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Tract and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Tract Owner's obligation to comply with all governmental laws and regulations affecting the property concerned. Variances will be considered and granted on a case-by-case basis taking into consideration the unique aspects of each Tract as well as the topography of the Tract to ensure that the variance, if granted, will maintain the integrity and aesthetics of the Subdivision.

Witness the following signature on this 8th day of October 2021.

1623 Divide, LLC, a  
Texas Limited Liability Company

By:   
James L. Pierce, Manager

JLP Investment Trust

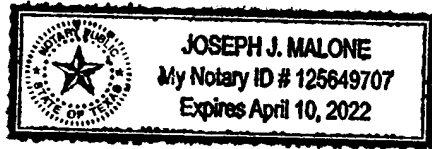
By:   
James L. Pierce, Trustee

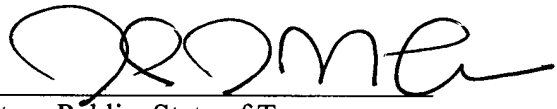
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HAYS

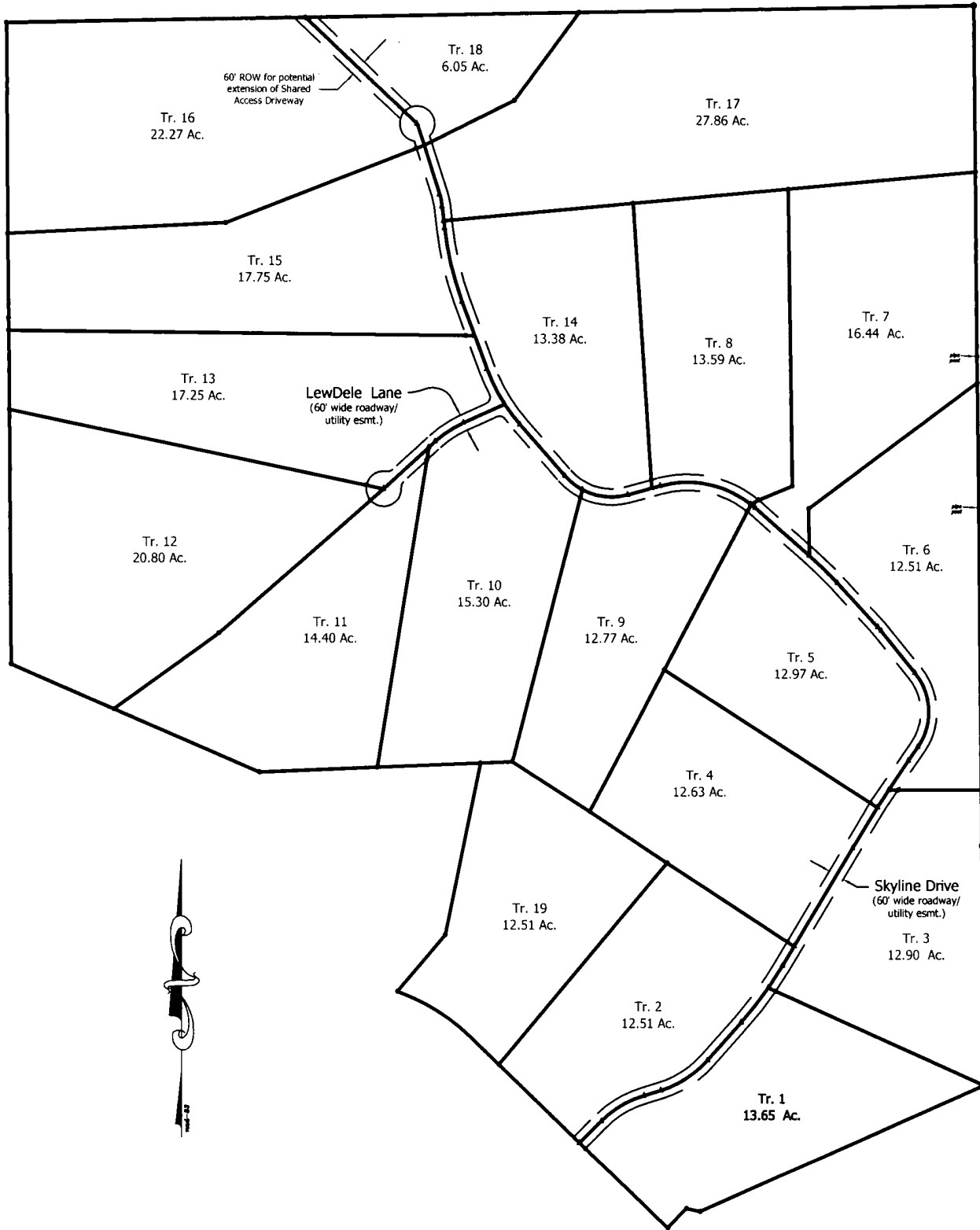
This instrument was acknowledged before me this 8<sup>th</sup> day of October 2021 by James L. Pierce, as Manager of 1623 Divide, LLC, a Texas Limited Liability Company and as Trustee of the JLP Investment Trust, on behalf of said company and trust.



  
Notary Public, State of Texas



# Exhibit "A"



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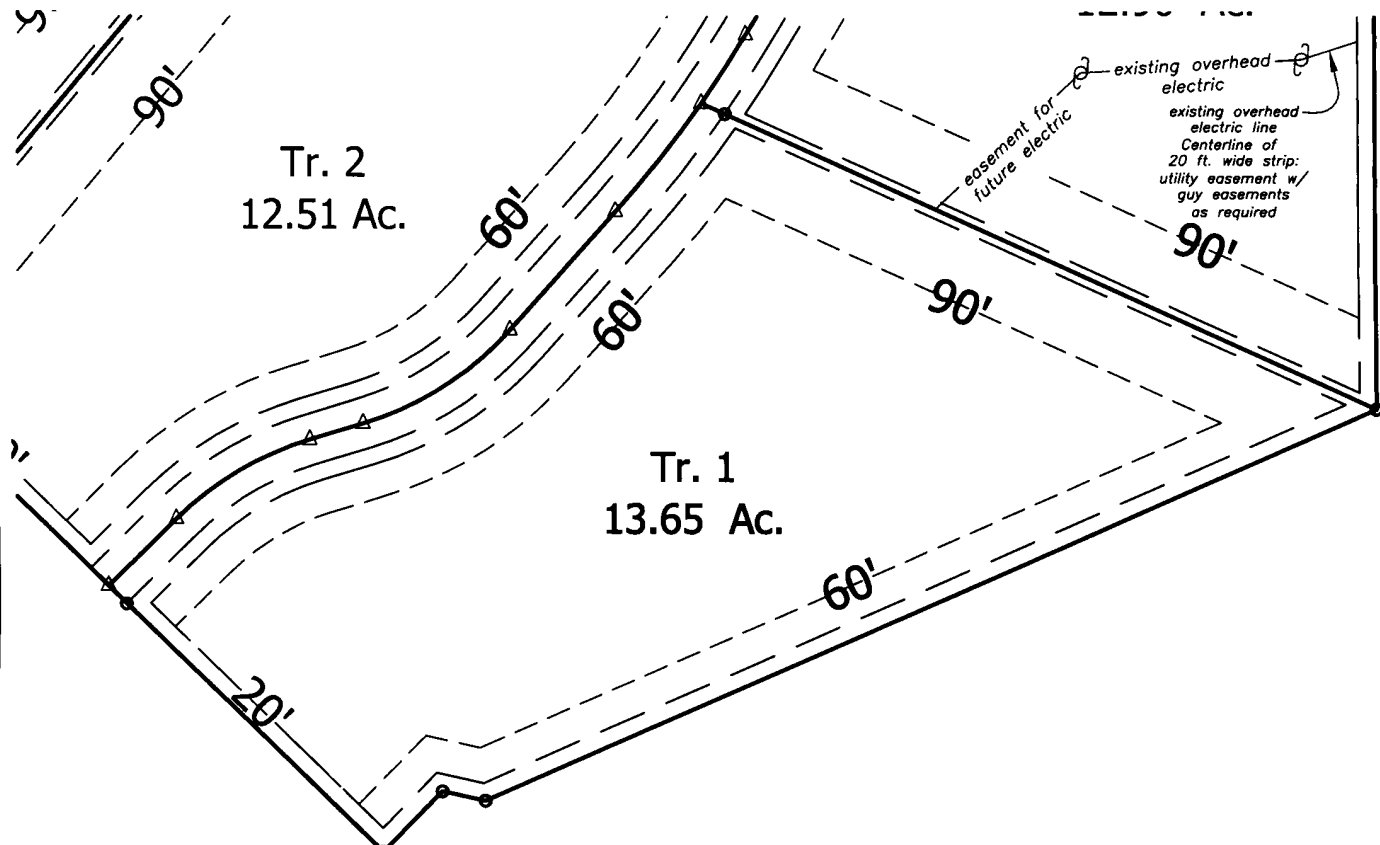
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*CCR Subdivision &  
Road Schematic  
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Blanco County, Texas*

Exhibit "B"

**Individual Tract Plats  
for:  
THE <sub>1623</sub> DIVIDE  
Blanco County, Texas**



### LEGEND

- setback line for improvements/ structures
- electric/utility easement line:  
 20' along perimeter of subdivision  
 20' along roadways  
 10' either side of side/rear lines



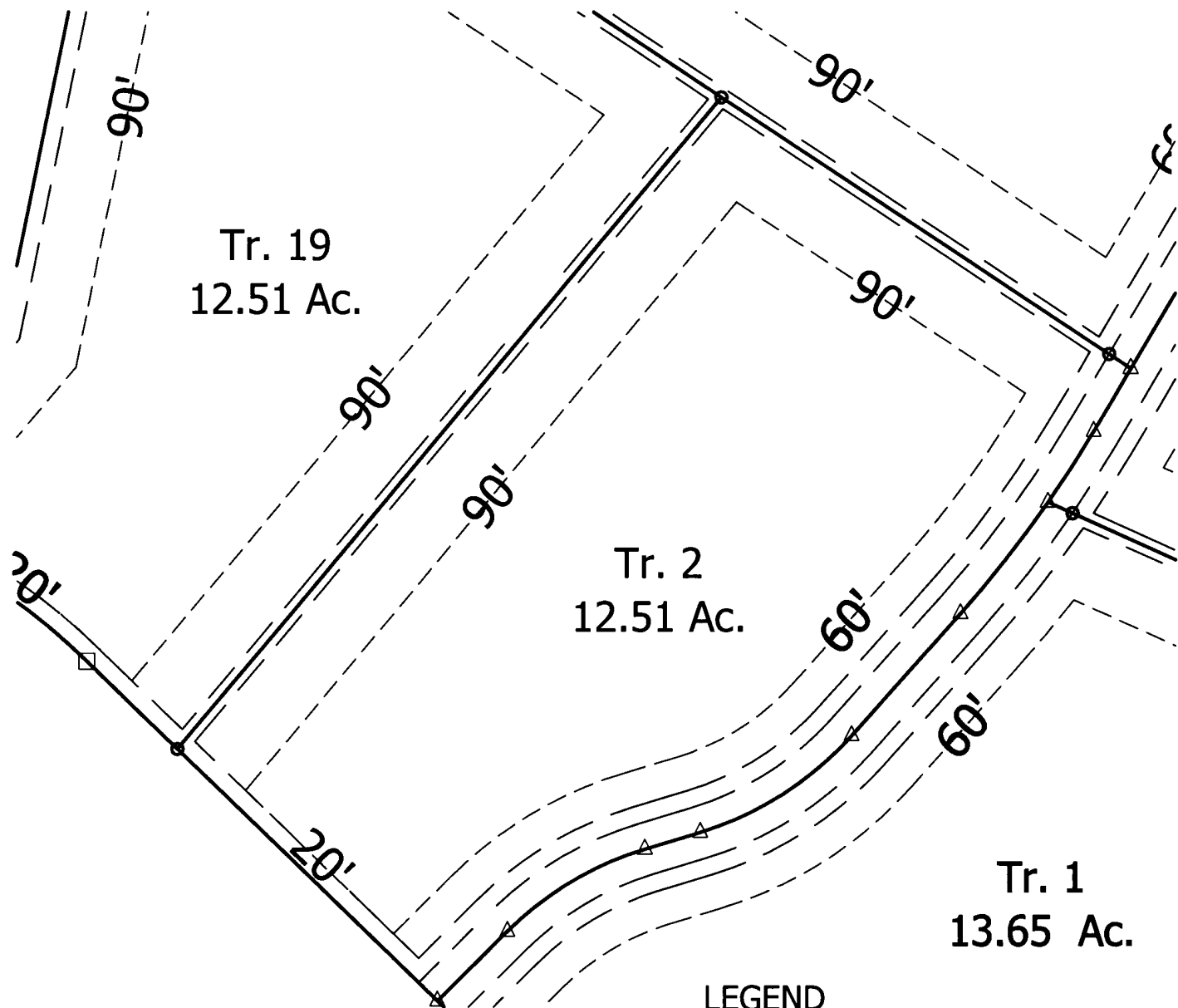
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CHECKED BY: d.a.s.	DRAWING NO.: S-4767
JOB NO.: S-4767	SHEET 1 OF 1



**LEGEND**

- setback line for improvements/structures
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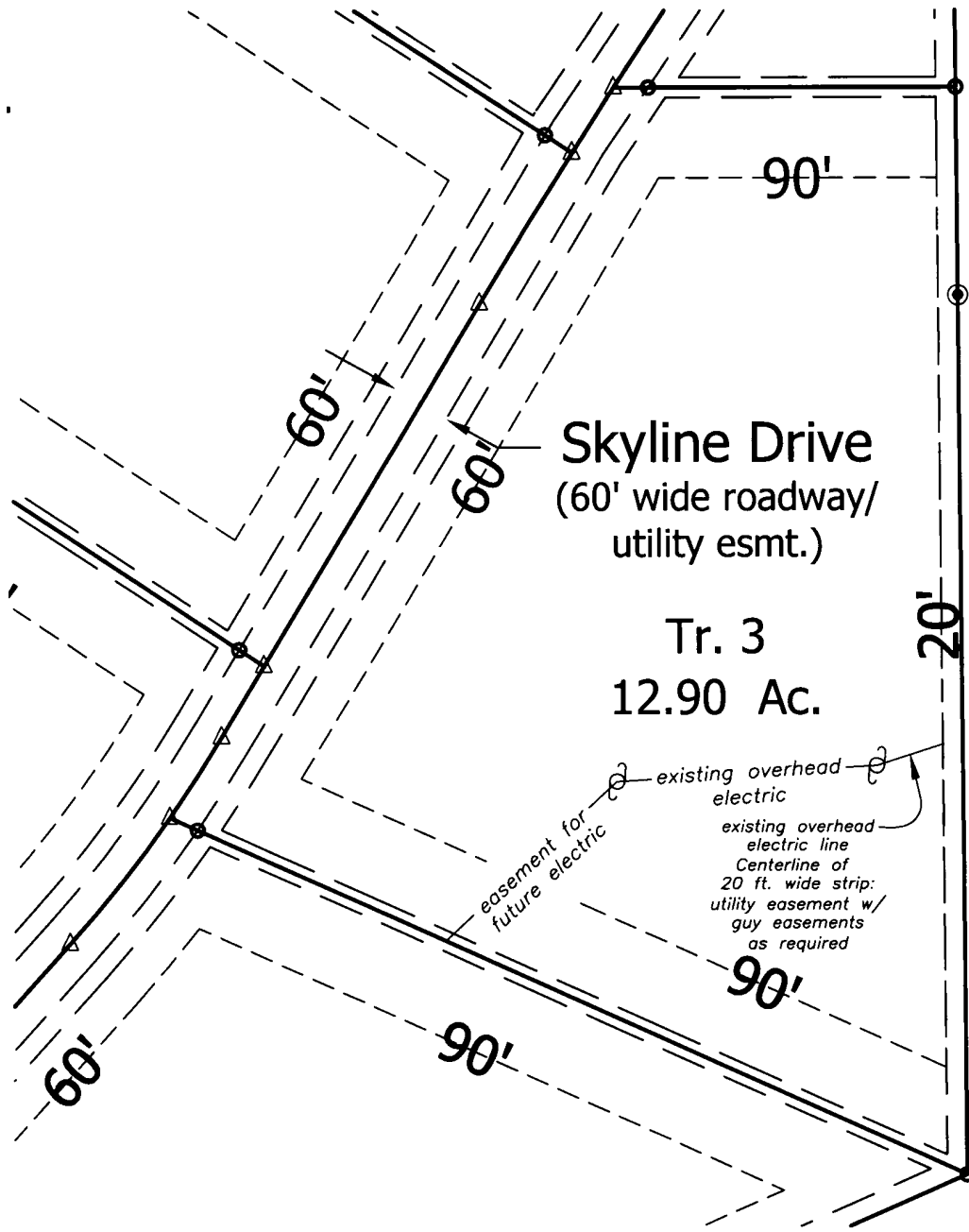


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**Skyline Drive**  
 (60' wide roadway/  
 utility esmt.)

**Tr. 3**  
**12.90 Ac.**

existing overhead electric  
 existing overhead electric line  
 Centerline of 20 ft. wide strip:  
 utility easement w/  
 guy easements  
 as required

**LEGEND**

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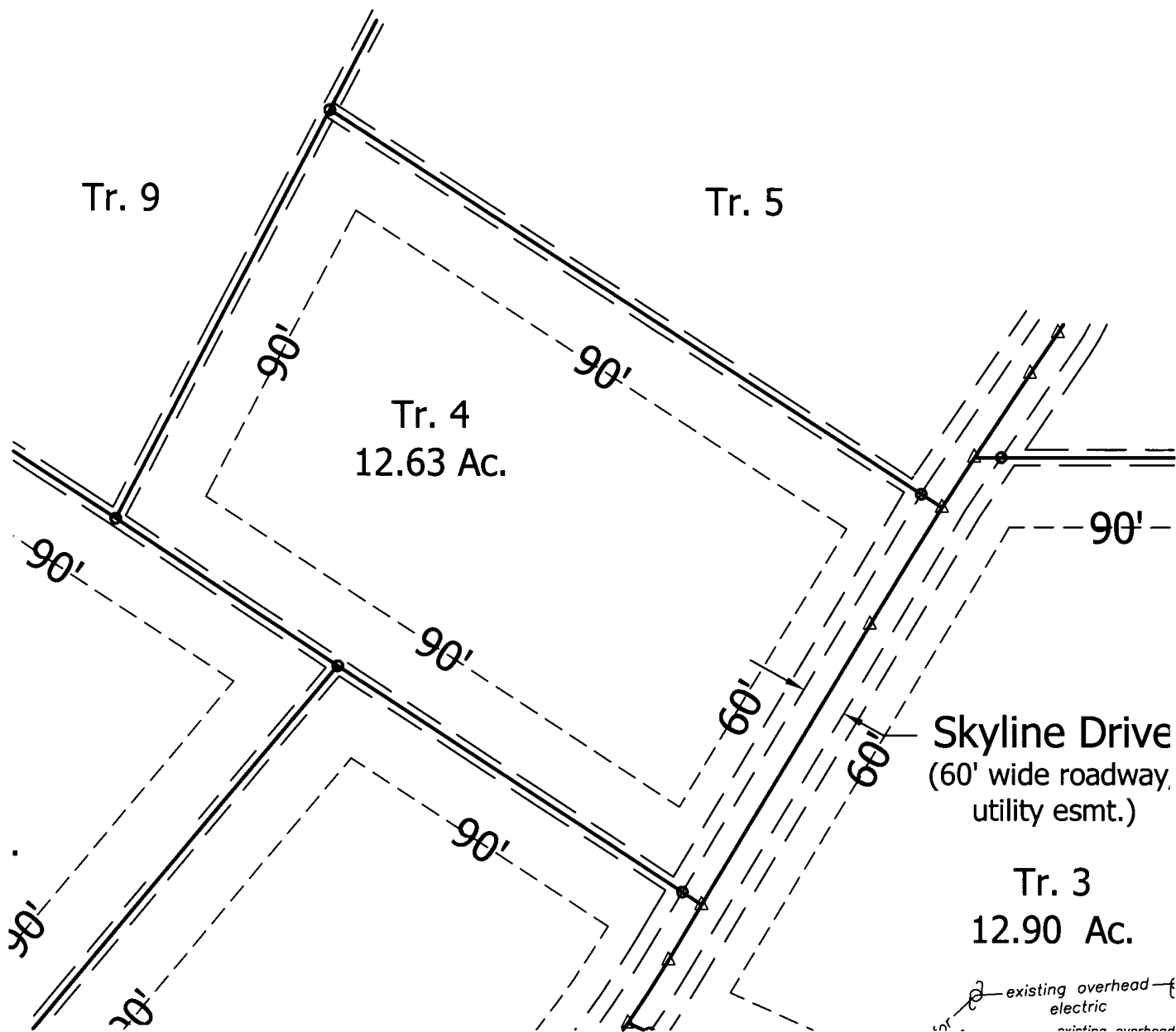


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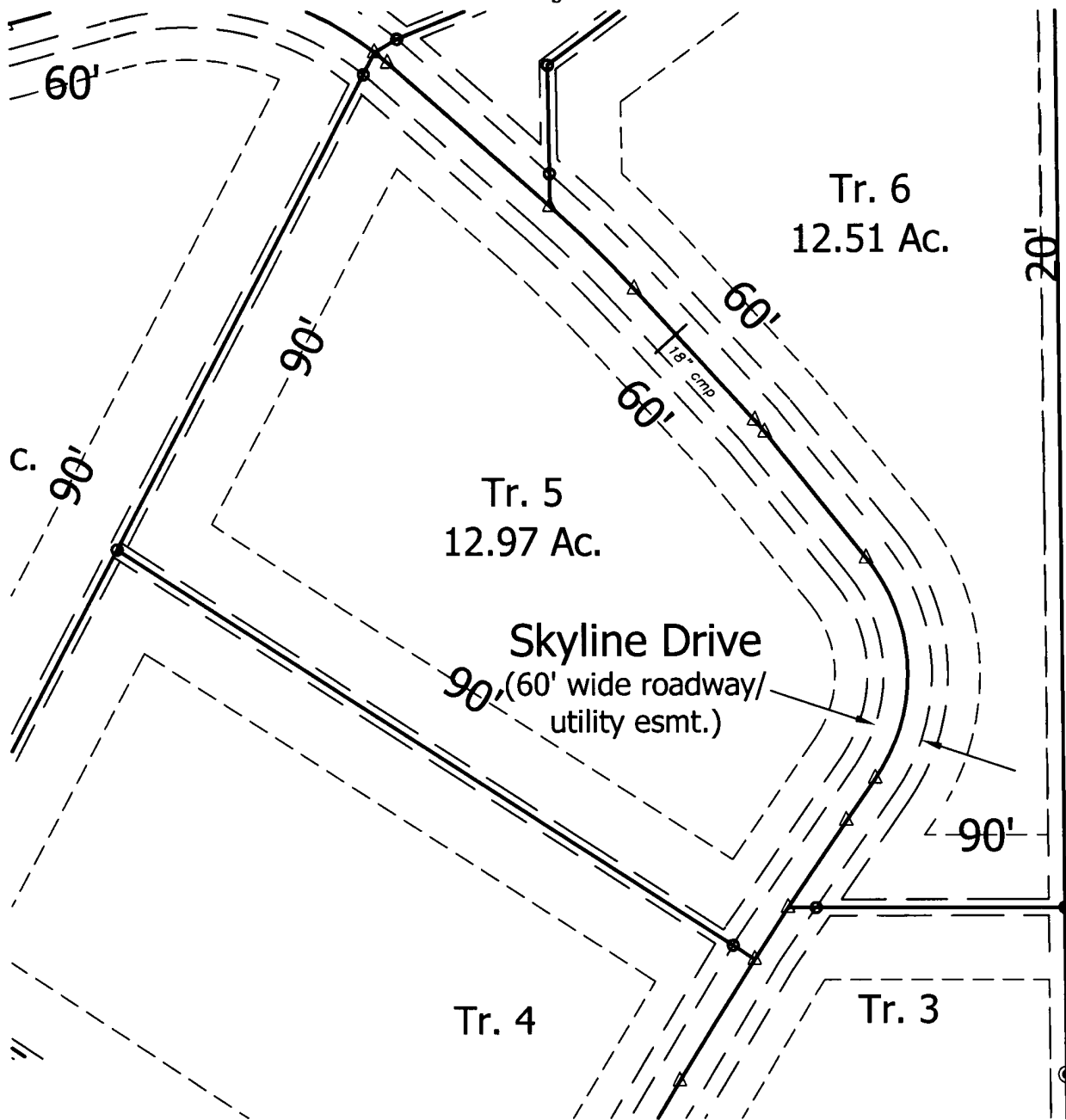


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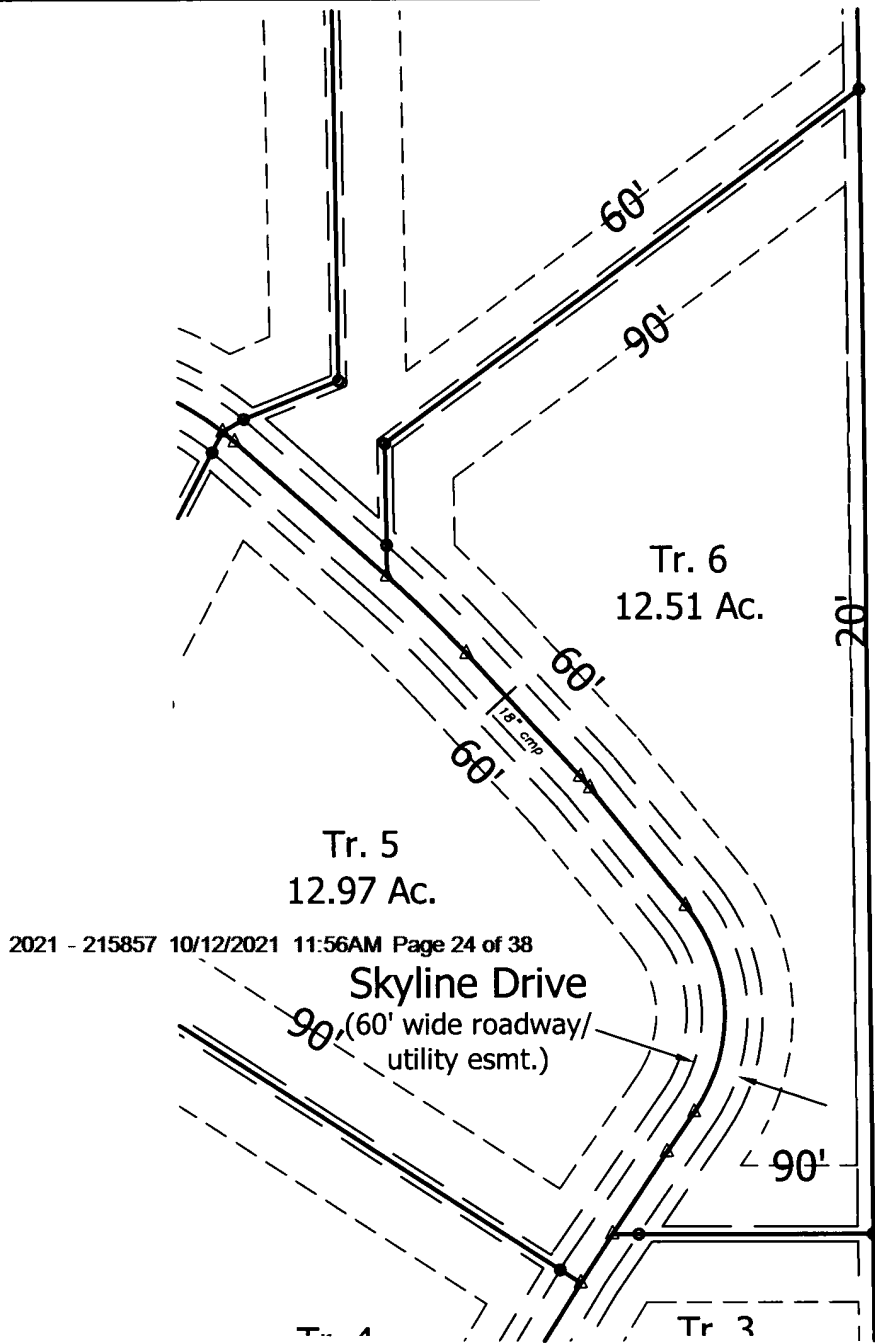
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**Skyline Drive**

90' (60' wide roadway/  
utility esmt.)

**LEGEND**

- setback line for improvements/  
structures
- - - - - electric/utility easement line:  
20' along perimeter of subdivision  
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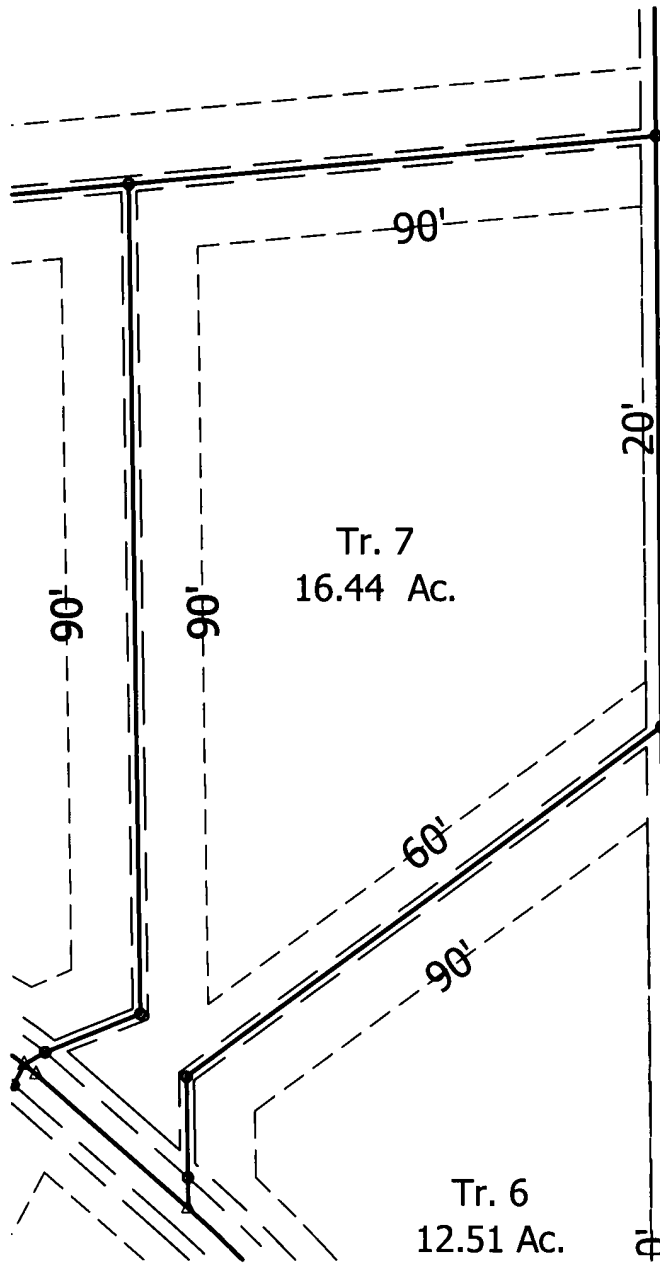
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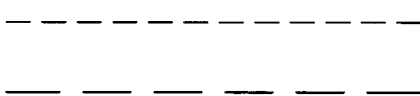
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**LEGEND**



*dashed line* setback line for improvements/  
structures

*double-dashed line* electric/utility easement line:  
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20' along roadways  
10' either side of side/rear lines

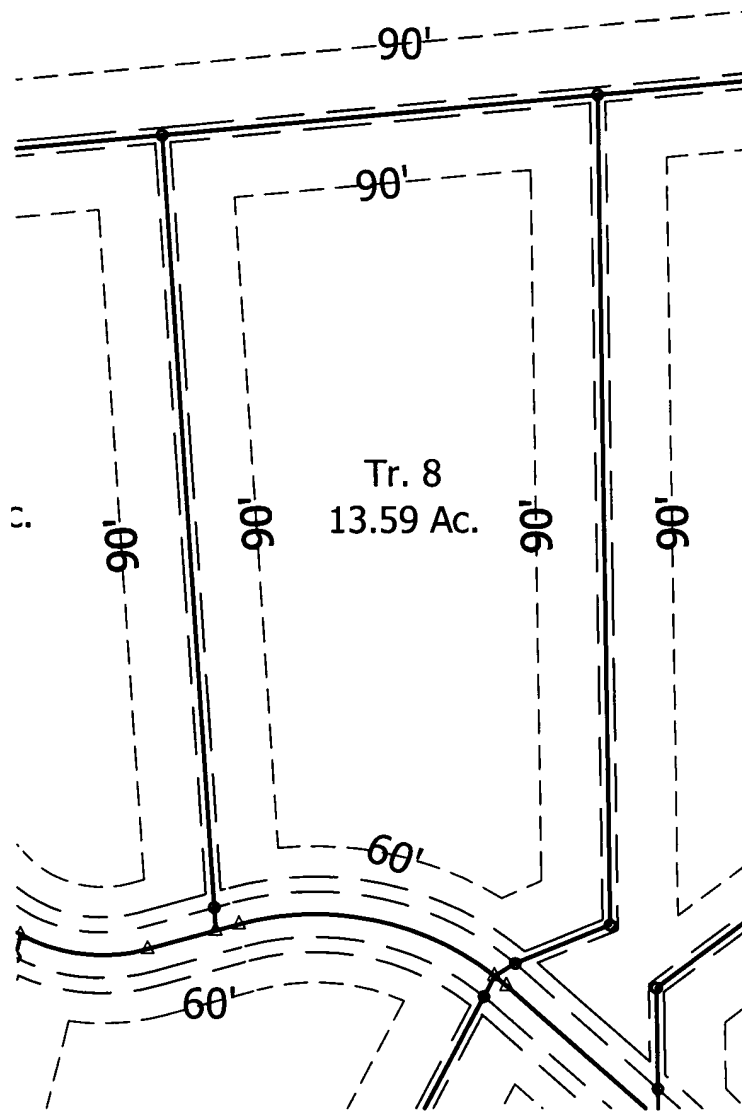


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### LEGEND

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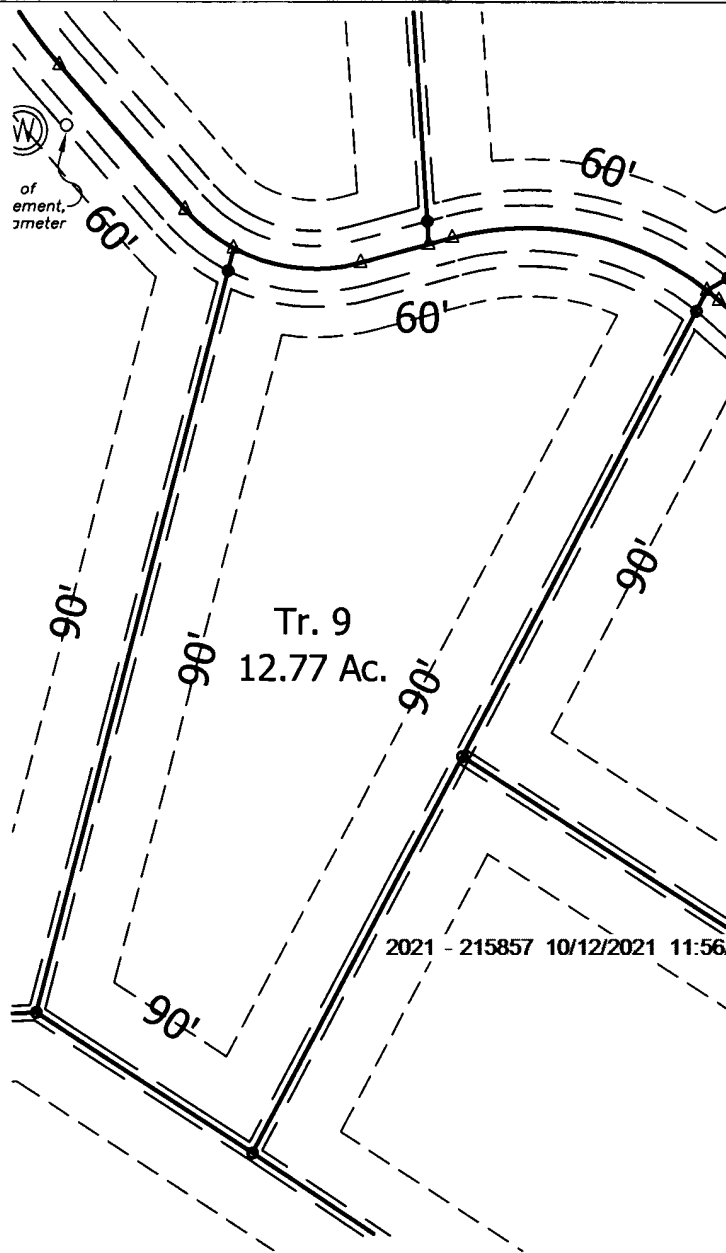


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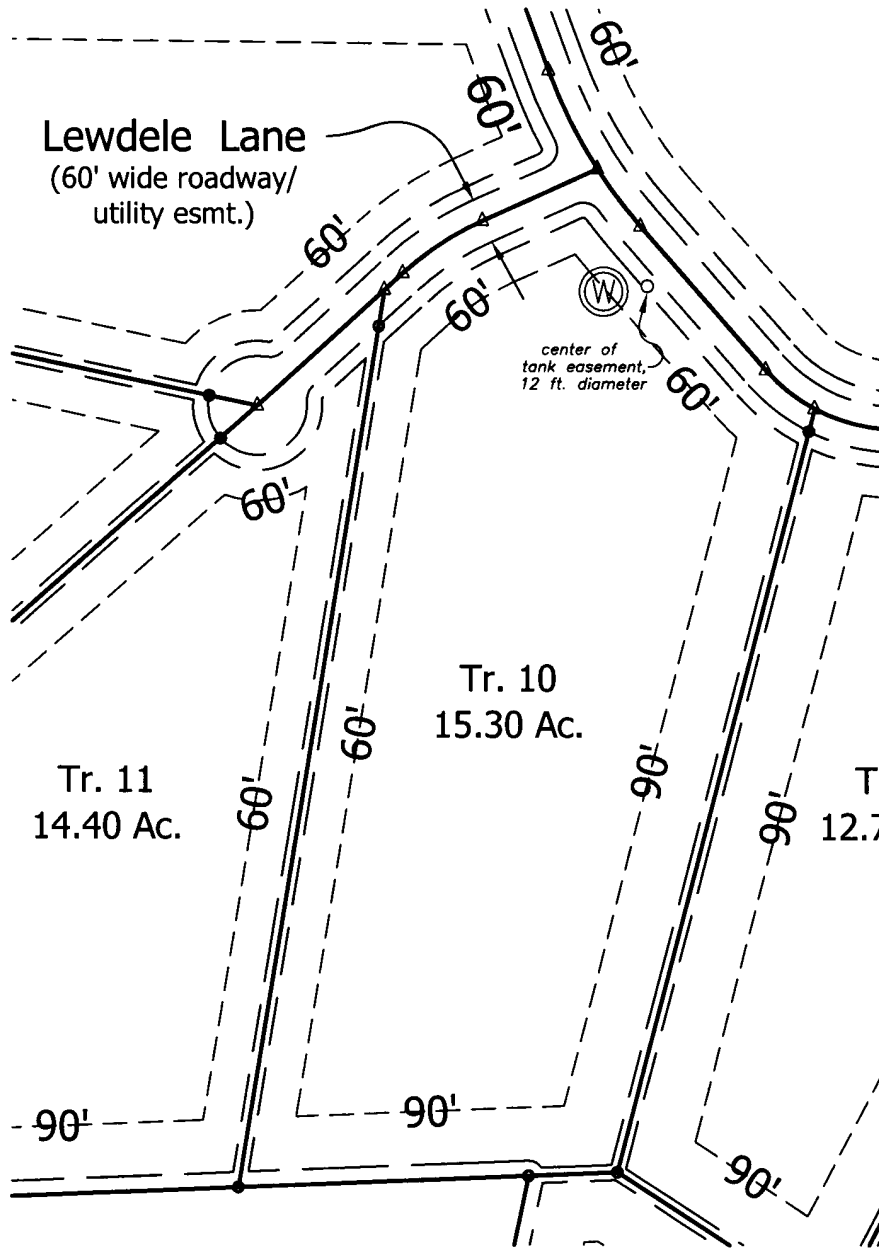


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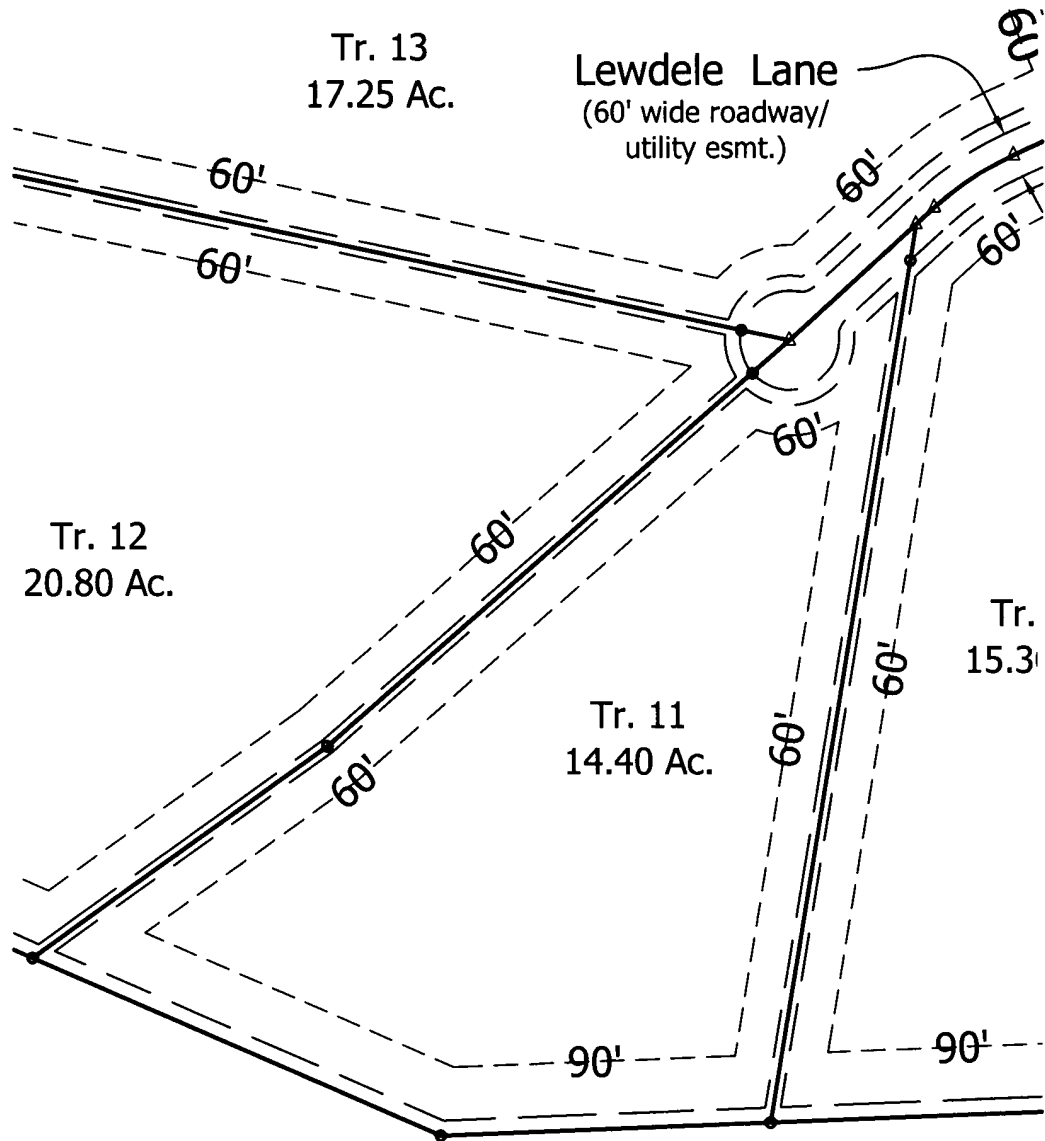
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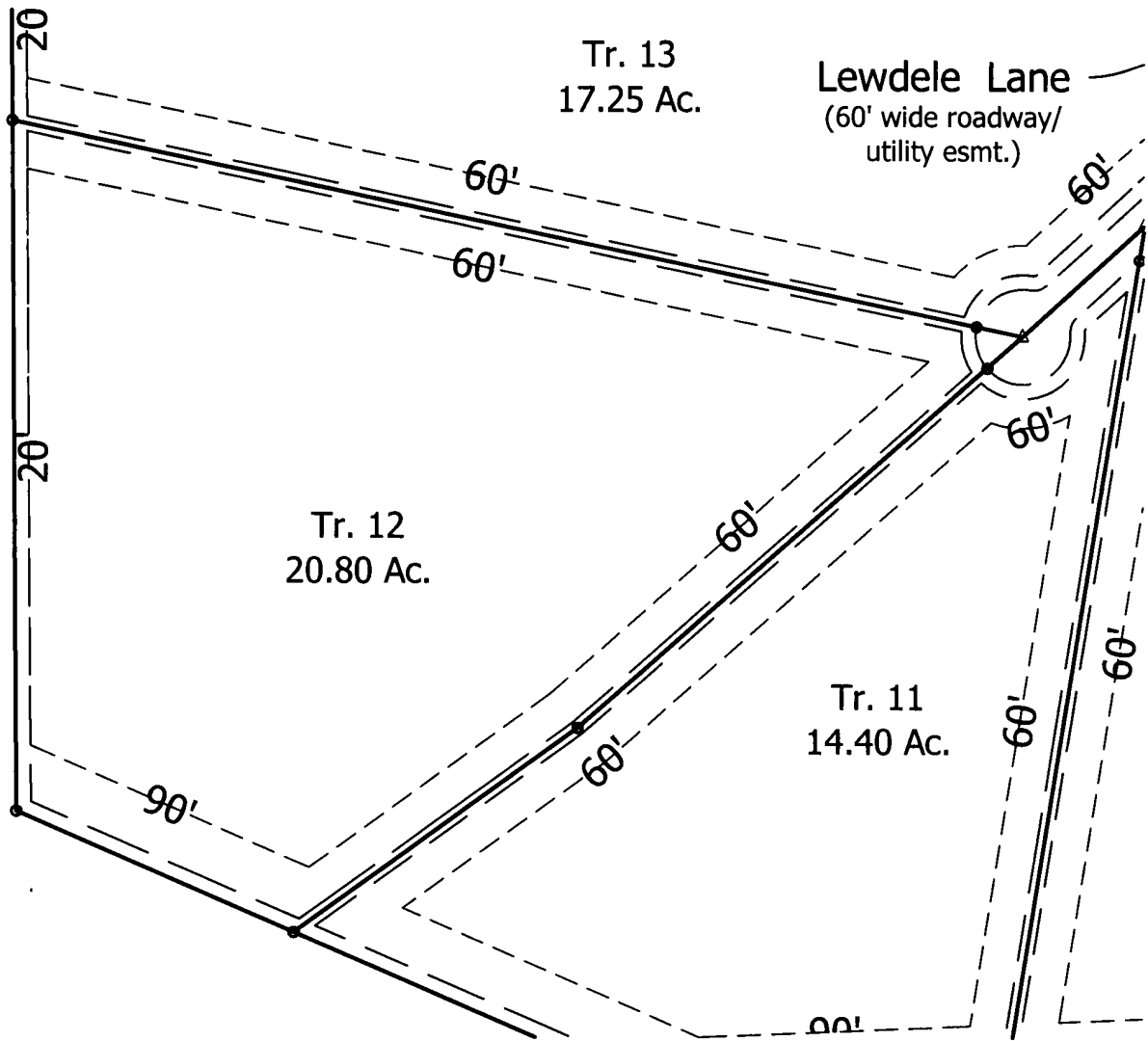


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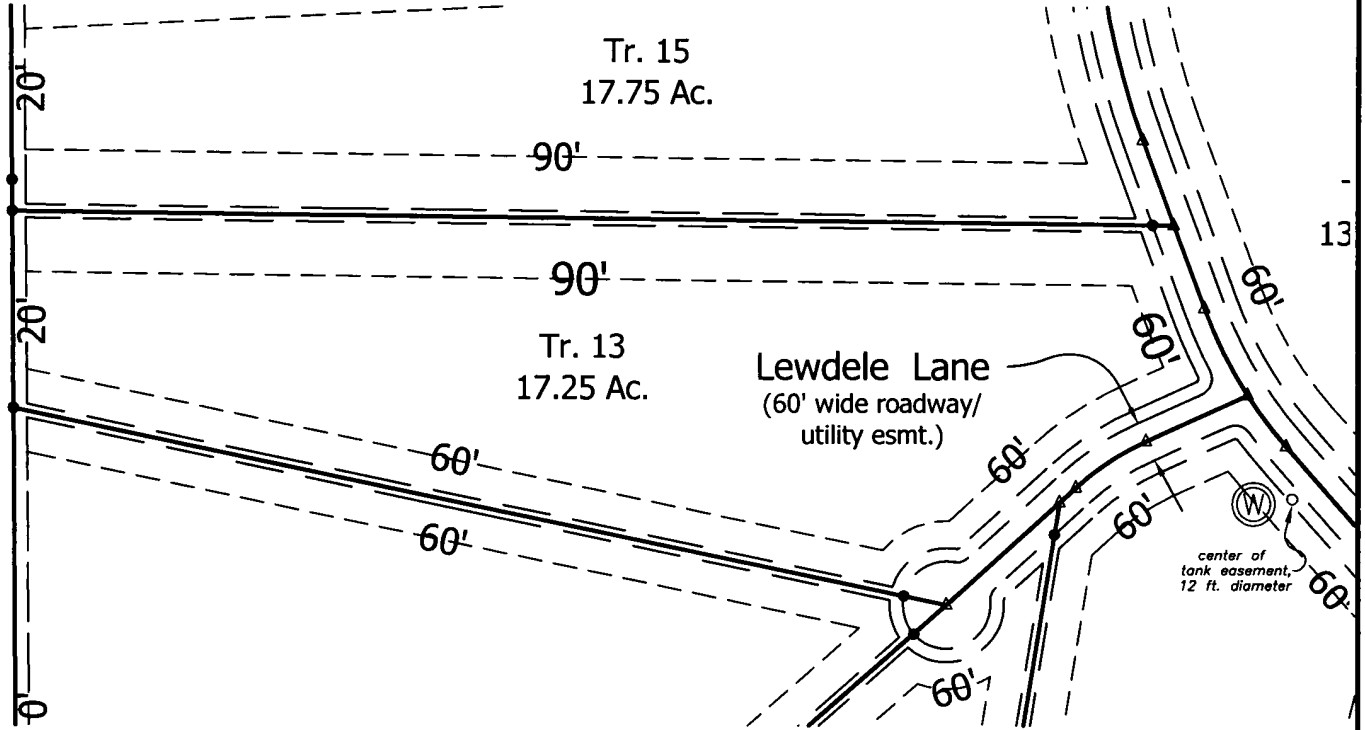


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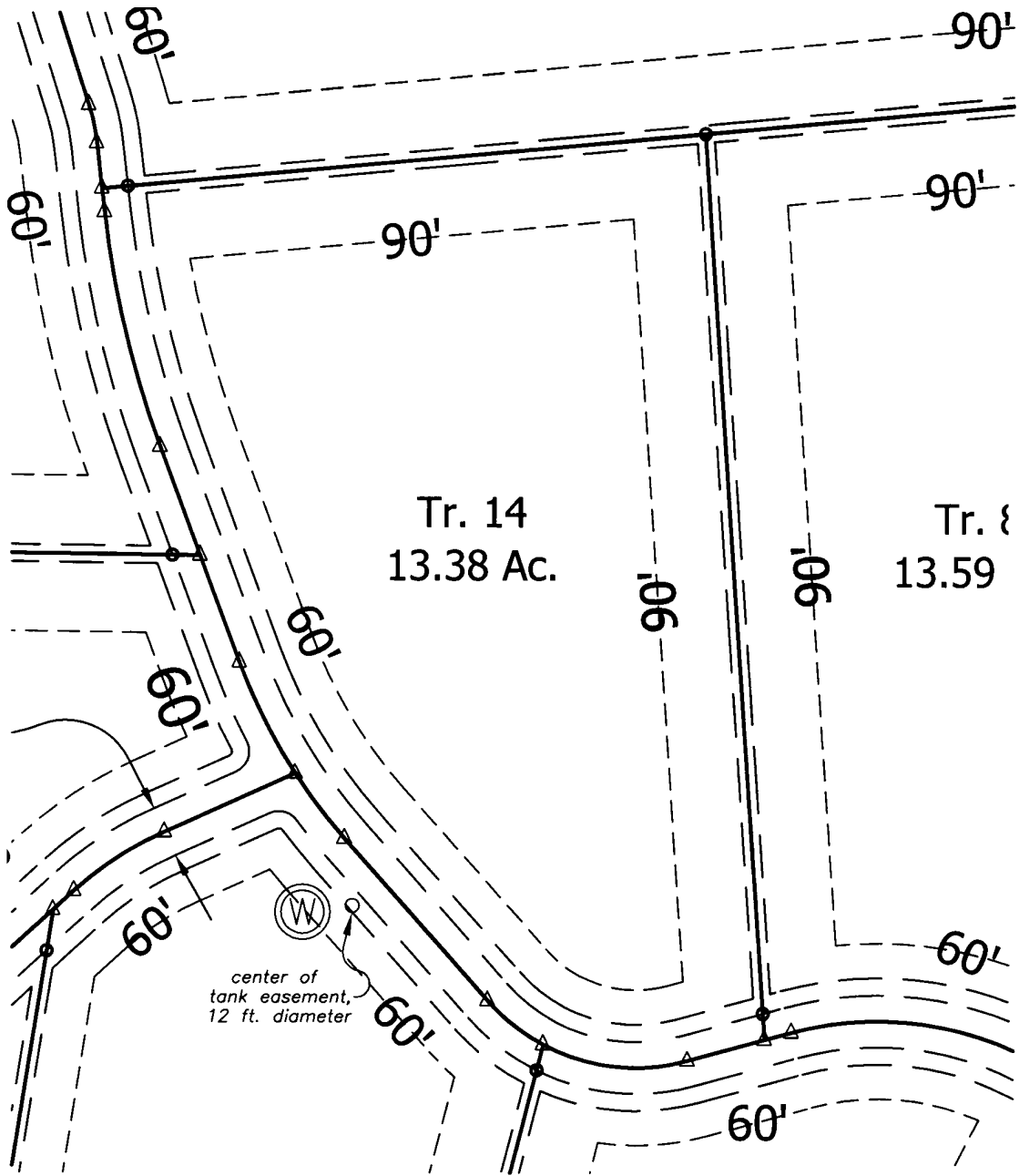


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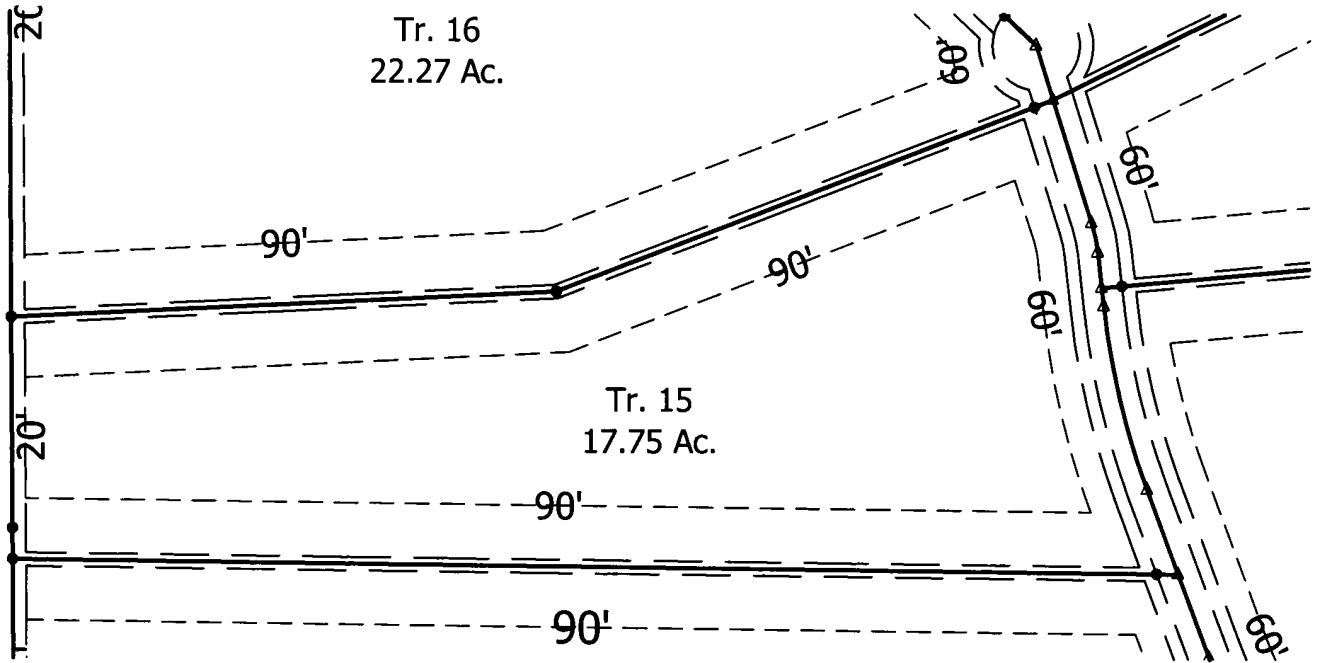
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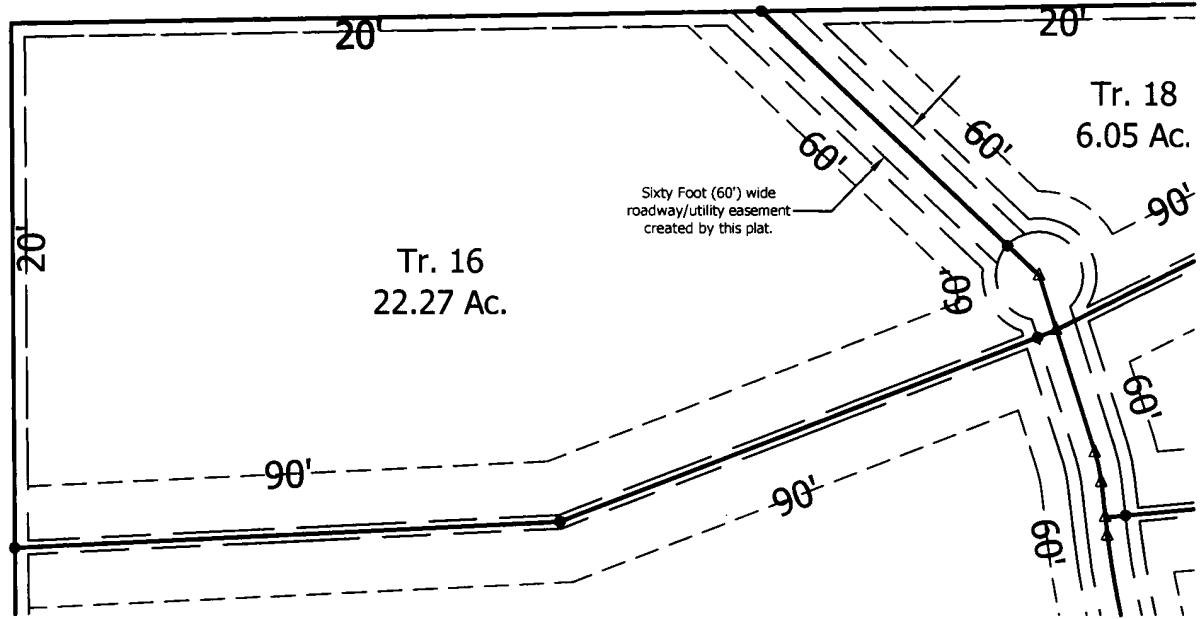


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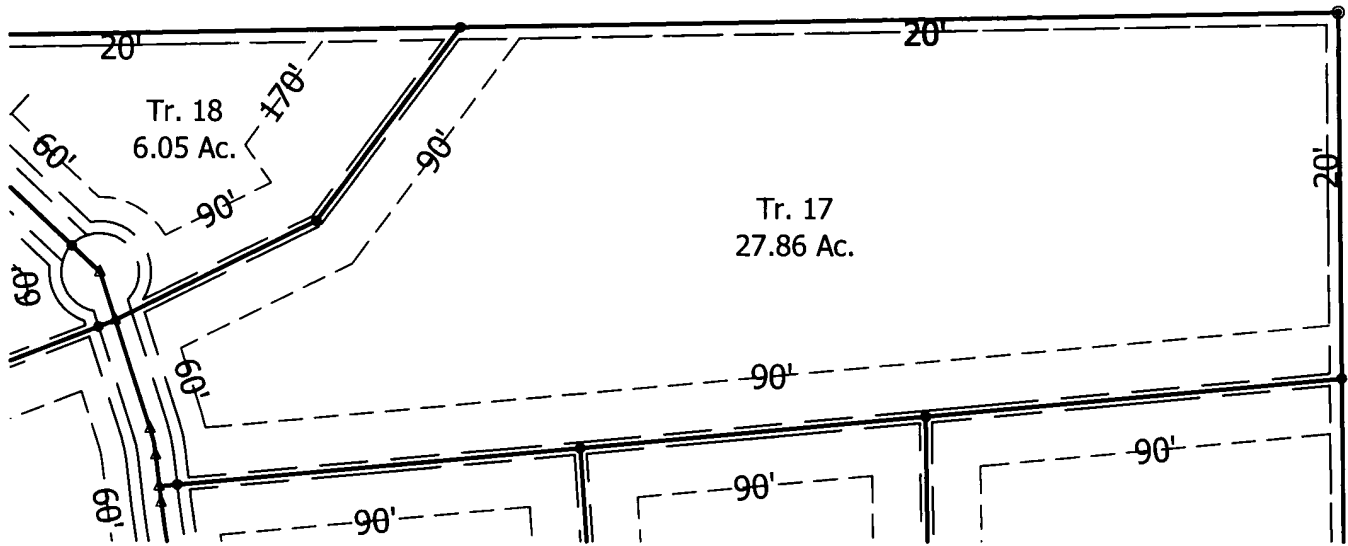
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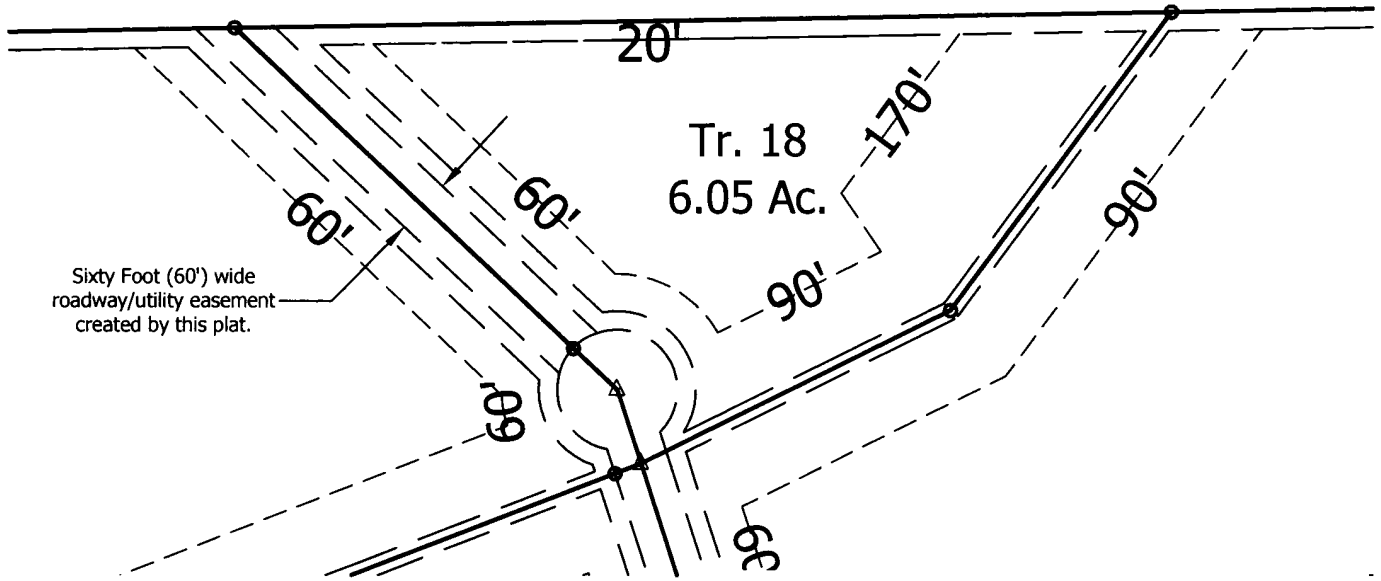


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**Blanco County, Texas**



Sixty Foot (60') wide roadway/utility easement created by this plat.

### LEGEND

- setback line for improvements/  
structures
- electric/utility easement line:  
20' along perimeter of subdivision  
20' along roadways  
10' either side of side/rear lines

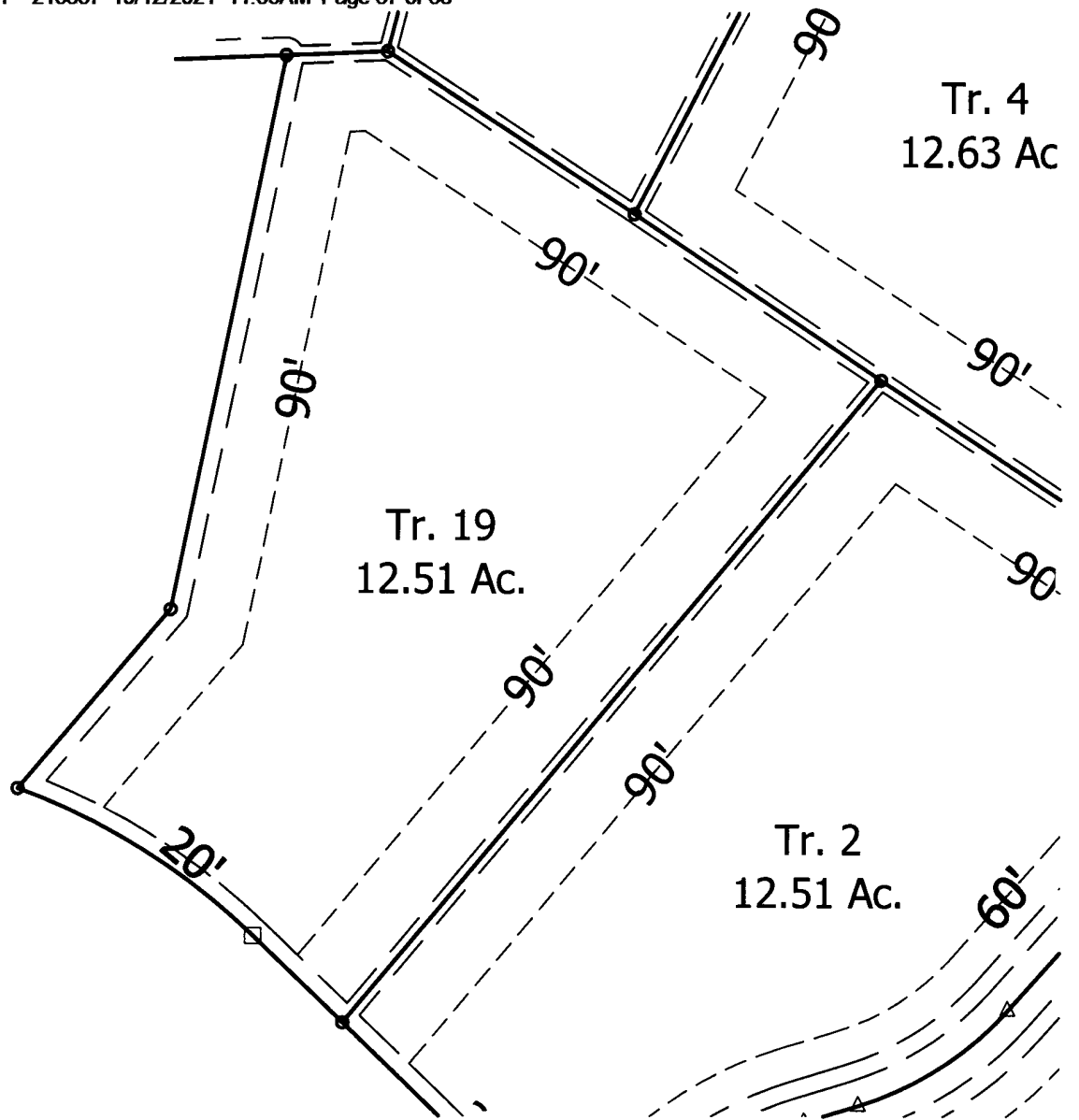


## SULTEMEIER SURVEYING & ENGINEERING

Boundary-Title-Topographic-Construction Surveys  
Engineering - Land Development Services  
501 West Main, Suite 109  
Fredericksburg, Texas 78624  
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**LEGEND**

- setback line for improvements/  
structures
- ==== electric/utility easement line:  
20' along perimeter of subdivision  
20' along roadways  
10' either side of side/rear lines



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 Blanco County, Texas**



\*VG-121-2021-215857\*

Blanco County  
Laura Walla  
Blanco County Clerk

Instrument Number: 215857

Real Property Recordings

Recorded On: October 12, 2021 11:56 AM

Number of Pages: 38

" Examined and Charged as Follows: "

Total Recording: \$165.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Record and Return To:**

Document Number: 215857  
Receipt Number: 20211012000008  
Recorded Date/Time: October 12, 2021 11:56 AM  
User: Sheila M  
Station: cclerk01



STATE OF TEXAS  
Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla  
Blanco County Clerk  
Blanco County, TX