**Declaration of Covenants, Conditions, and Restrictions for Residential Subdivision**

**Preamble**

This Declaration of Covenants, Conditions, and Restrictions is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Texas, by Belmont Properties Del Sol, LLC a Texas limited liability company, “Declarant”, whose mailing address is 400 Bunton Creek Road, Kyle, Texas 78640.

**Recitals**

1. Declarant is the owner of all that certain real property (“the Property”) located in Gonzalez County, Texas, described as follows: 309 acres of land, more or less, being a part of the Samuel Robbins League, Abstract No. 401, in Gonzales County, Texas, consisting of a 269.69 acre tract described in the Special Warranty Deed to Declarant recorded as Instrument No. 17290262, and in Vol. 1256, Page 736, Official Public Records of Gonzales County, Texas and a 40.11 acre tract described in the Warranty Deed to Declarant recorded as Instrument No. 18295279, and in Vol. 1286, Page 919, Official Public Records of Gonzales County, Texas.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

**ARTICLE 1**

**Definitions**

**Developer**

1.01. “Developer” means Declarant and its successors and assigns who acquire more than one undeveloped Lots from Declarant for the purpose of development.

**Lot**

1.02. “Lot” means any of the plots of land shown on the plat and subdivision map recorded in Volume 1286 at Page 919 of the official public records of Gonzalez County, Texas (the “Map”), on which there is or will be built a single-family dwelling.

**Owner**

1.03. “Owner” means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single-family dwelling. “Owner” includes contract sellers but excludes persons having only a security interest.

**Easement**

1.04 “Easement” means easement within the property for utilities, drainage and other purposes as shown on the Plat or of record.

**Residence**

1.05 “Residence” means a detached building, including a barn dominium, designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

**Single Family**

1.06 “Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

**Structure**

1.07 “Structure” means any improvement on a Lot (other than a Residence), including a barn, garage, workshop, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

**Subdivision**

1.08 “Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

**Vehicle**

1.09 “Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

**ARTICLE 2**

**Clauses and Covenants**

**Imposition of Covenants**

2.01 Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2.02 The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

2.03 Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

**Plat and Easements**

2.04 The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2.05 An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

2.06 Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

2.07 Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

**ARTICLE 3**

**Use Restrictions and Architectural Standards**

**Lot Restrictions**

3.01 All Lots shall be used for single-family residential purposes only. Recreational use, including camping, is also allowed provided that no tent or temporary camp shelter of any type may be placed, left or allowed to remain on a Lot for more than fourteen (14) consecutive days and may not be viewable from any road, shared driveway or neighboring lot.

3.02 Consolidation of Lots. An Owner of adjoining Lots may consolidate lots into one site for the construction of a Residence, provided that both lots are subject to all covenants as if they were unconsolidated, absent approval from a governing body.

3.03 Subdivision Prohibited. No Lot may be further subdivided.

3.04 Easements. No easement within a Lot may be granted other than those granted within this document.

3.05 Maintenance. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. All improvements located in drainage areas shall be maintained continuously by the owner of the improved Lot, except for those improvements for which a public authority or utility company is responsible.

**Design & Type of Buildings Permitted**

3.06 Number. No more than one main Residence and one guest residence are allowed on any Lot.

3.07 Building Materials. All Residences and Structures must be made of log, rock, cedar, new lumber, or masonry construction unless otherwise approved by Declarant. All Residences must have at least fifty percent (50%) of their exterior walls, including exposed foundation, of stone, stucco or brick, minus windows and doors.

3.08 Required Area. The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,200 square feet.

3.09 Water, Electricity and Septic. All Residences on a Lot must be served with water (well or city) & electricity and equipped with an operational septic system or other sewage disposal system meeting all applicable laws, rules, standards and specifications.

3.10 No Residential Use of Structures. Detached garages, workshops, and barns (with the exception of barndominiums) are expressly allowed but may not be used as a residence.

3.11 Damaged or Destroyed Residences and Structures. If all or a portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, clean up and promptly rebuild, or repair to the apparent condition immediately prior to the casualty.

3.12 Roofs. Only [composition/tile/metal] may be used on Residences and Structures. All roof stacks must be painted to match the roof color.

3.13 Air Conditioning. Window- or wall-type air conditioners may not be used in a Residence if viewable from any adjoining lot or the road.

3.14 Lot Identification. Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

3.15 Exterior Design. All exterior design colors, textures, and materials must be compatible not only with this specified design motif but also with adjacent and surrounding Lots, and overall community appearance.

3.16 Barndominiums. “Barndominiums” are defined as a structure that includes living space and barn space. Barns detached from the living space operating as a separate structure are not included in this section. Bardonminiums are expressly permitted. A barndominium shall comply with all requirements for Residences and Structures, with the exception that a barndominium may be made primarily of metal. However, the front of a barndominium shall have a masonry wainscot of at least three feet (3') height from the ground and shall have a front porch of at least 200 square feet. Barndominiums shall have a maximum height of fifty feet (50’).

**ARTICLE 4**

**Setbacks**

4.01 Setback Lines. Unless the Plat indicates a different building setback line, no Residence of Structure of any kind may be located on any Lot nearer than fifty (50) feet to back or 100 feet of any side lot lines, and no Residence or Structure may be located on any lot nearer than 200 feet to any road, it being understood that the building setback line shown on the plat, if different from the foregoing, will control; however, Declarant may waive or alter any building setback line on any plat or in these restrictions as to any Lot.

4.02 Effect of Lot Consolidation. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with Paragraph 4.05, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

**ARTICLE 5**

**Prohibited Activities**

5.01 Use of a structure not approved for residential use by this Declaration, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall not be used on any Lot at any time as a residence, either temporarily or permanently. , except –

i. a travel trailer (as a residence) or a construction trailer on a temporary basis, not to exceed six (6) months, while a permanent residence is being constructed on a Lot.

5.02 Any illegal activity.

5.03 Any nuisance or noxious or offensive activity, including noise nuisance.

5.04 Any dumping or burning of rubbish, except cleared brush may be burnt with proper precautions, and must be within the guidelines of any applicable laws and/or restrictions.

5.05 Any storage of, unless completely shielded by a structure—

i. building materials except during the construction or renovation of Residence or a Structure; and

ii. inoperable vehicles or machinery for a period longer than ten (10) days.

5.06 Any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, confined to a fenced yard or within the Residence except—

i. livestock, excluding hogs and pigs (which are explicitly prohibited), at a density of two (2) animal units (as defined by the Agricultural Use Guidelines of the Gonzales Central Appraisal District) per acre may be kept on any Lot, provided they are confined to a fenced area; and

ii. poultry for personal use at a density of two (2) animal units (as defined by the Agricultural Use Guidelines of the Gonzales Central Appraisal District) per acre , provided they are kept in an adequate enclosure.

5.07 Any commercial or professional activity except reasonable home office use that must be

i. limited to 2 employees other than the owners of the Lot; and

ii. does not require any signs; and

iii. does not result in excessive use of the roads/easements.

5.08 The drying of clothes in a manner that is visible from any street.

5.09 The display of any sign except—

i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale: and

ii. political signage not prohibited by law; and

iii. appropriate school support signs.

5.10 Moving a previously constructed house onto a Lot.

5.11 Occupying a Structure that does not comply with the construction standards of a Residence; and

5.12 Interfering with a drainage pattern or the natural flow of surface water without applying appropriate remedies that allow for reasonably similar drainage and flow patterns, that, in no way impact adjacent lots or easements and roadways. *See 3.05*

**Oil Development and Mining Prohibited**

5.13 No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

**Rubbish, Trash and Garbage**

5.14 No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

**Trucks, Buses, and Trailers**

5.15 No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from the street or adjacent lots.

**ARTICLE 6**

**Roads & Common Elements**

6.01 Roads. Legal and physical access by conventional automobile is provided to the lots within the subdivision. Access will be by road on a recorded easement. Owners will be responsible for road maintenance and any cost associated with repair, upgrade, or replacement of existing roads. In order to have a reserve fund for road maintenance, each Lot shall pay a monthly assessment in the amount of Fifty Dollars ($50) per Lot, payable on the 1st day of each month to the Developer. Any Owner shall have the option to pay the full assessment in advance on an annual basis. By majority vote, the Subdivision Owners shall have the right at any time, to adjust the monthly assessment from year to year as they deem proper to meet the reasonable reserve requirements of the Subdivision. Upon the affirmative vote of two-thirds (2/3) of the Owners in the Subdivision, the Owners may levy a special assessment on a per lot basis in any year for the purpose of repairing, upgrading, or replacing the existing roads, or for the construction of new roads.

6.02 Common Elements. Common elements are indicated upon the Plat, and include without limitation the Subdivision’s entrance signage, entry walls and decorations. Upon the affirmative vote of two-thirds (2/3) of the Owners in the Subdivision, the Owners may levy a special assessment on a per lot basis in any year for the purpose of repairing, upgrading, or replacing any common element in the Subdivision.

6.03 Reserve Fund Management. Upon the sale of Fifty Percent (50%) of the Lots in the Subdivision, the Owners shall take over management of the reserve fund from the Developer. The Owners shall nominate and elect by majority vote one to three Owners that shall hold and manage the reserve fund. Each Owner so elected shall remain in the position until they resign or until a majority of Owners vote for their removal. The Owners so elected shall be authorized to open a bank account for the reserve fund and to negotiate for the repair, upgrade, or replacement of existing roads and common elements.

**ARTICLE SEVEN**

**General Provisions**

**Enforcement**

7.01 Any party with standing shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

**Severability**

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

**Covenants Running with the Land**

7.03 These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

**Duration and Amendment**

7.04 The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the official public records of Gonzalez County, Texas, and all requisite governmental approvals, if any, have been obtained.

**Attorneys’ Fees**

7.05 If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys’ fees, and costs.

**Liberal Interpretation**

7.06 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

**Voting**

7.07 Any Owner may bring a matter authorized in these Declarations for a vote. That Owner shall provide written notice to all Owners by certified mail. There shall be one (1) vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. All Owners shall vote within thirty (30) days of receipt of said written notice. Any Owner not voting within that time shall be considered to have voted in the affirmative.

This Declaration is executed this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Texas.

Grantor’s Signature:

Belmont Properties Del Sol, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*signature*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*printed name of person executing on behalf of grantor*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*title of person executing on behalf of grantor*]

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Belmont Properties Del Sol, a Texas Limited Liability Company, on behalf of the Company.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_