

DECLARATION OF COVENANTS AND RESTRICTIONS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

This Declaration is made on the date hereinafter set forth by Charlie Bottlinger, a married man dealing with his non-homestead property, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land located in Hamilton County, Texas, containing approximately 160.73 acres of land and being more fully described by metes and bounds on the attached Exhibit A. This tract is referred to herein as "the Property."

WHEREAS, it is the desire and purpose of Declarant to place certain restrictions, easements, covenants, conditions, and reservations (hereinafter referred to as "Restrictions" or "Declaration") upon the Property as each portion is sold, in order to ensure that such is used for residential and agricultural purposes only, to prevent nuisances, to maintain the desired character of the community, and to insure the preservation of such uniform plan for the benefit of the present and future Owners of the land; and

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon The Property the following Restrictions, which Restrictions shall run with the land and inure to the benefit of each Tract Owner and its invitees:

RESTRICTIONS & RESERVATIONS

1. Single Family Residence. Any Tract located in The Property is to be used for single family residential and agricultural purposes only.
2. Minimum Square Footage. The main residence constructed on a Tract shall have at least one thousand two hundred (1,200) square feet of heated and cooled living area and must be constructed with a minimum of three and one-half feet (3.5') of rock or masonry on all portions of the building exterior which is visible from any road.
3. Building Types. Construction shall be on a concrete slab and may be either conventional or barndominium style.
4. Timeline for Construction. Upon start of construction, the exterior of any main residence must be completed within twelve (12) months from the slab being poured and must be built to applicable building and windstorm/flood codes, if any.

5. Storage of RV's. Before the main residence is constructed, travel trailers and RV's may be temporarily stored on the Tract but shall not be used as a residence. After the main residence is constructed, all boats, travel trailers and RV's must be stored in a garage or carport.
6. No Mobile Homes, Manufactured Homes or Modular Homes. Mobile homes, manufactured homes or modular homes are prohibited on any Tract.
7. Junk and Debris. No junk cars, abandoned cars or scrap, trash, landscaping trimmings, or other debris may be placed on the Tract.
8. Animals. Domestic livestock and exotic animals shall be allowed on any Tract so long as such animals do not exceed one (1) animal for every two (2) fenced acres and do not become a nuisance or threat to other Owners. Pigs, hogs, and peacocks are not allowed on any Tract, save and except, pigs being raised by school-aged children for 4H or FFA projects are permitted for the duration of the 4H or FFA project. All animals being raised by the individual Tract Owners must be kept in a fenced area on the Owner's Tract. Dogs, cats or other common household pets may be kept on a Tract.
9. Signs. No signs for advertising, or billboards, may be placed on a Tract with the exception of one professionally made "for sale" sign.
10. Limit on Activity. No activity whether for profit or not, shall be conducted on a Tract which is not related to the occupation of the Tract for single family residential and agricultural purposes, unless the activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity; and (c) no toxic substances are stored on a Tract. Nothing herein shall prohibit the use of home offices in compliance with this paragraph. This restriction is waived in regard to the customary sales activities required to sell a Tract. No activity which constitutes a nuisance or annoyance shall occur on a Tract.
11. Setbacks and Utility Easements. All structures shall be a minimum of 30 feet from any boundary line. Upon request of any Tract Owner, a utility easement must be granted within this 30 feet for water, electric, internet, phone, or other utilities. Declarant has no obligation to provide any utilities. All Tract Owners agree to cooperate to provide all other Tract Owners utilities within this 30 foot set back.
12. Further Subdividing. No Tract can be subdivided into lots smaller than 11.01 acres in size. Any owner of one or more adjoining tracts may consolidate two or more Tracts into a Tract, in which case the common boundary line between any combined Tracts shall be eliminated and setback lines shall be measured from the remaining exterior boundary lines. Any portion of any building line, utility, road and drainage easement located within the common boundary lines of any combined Tract shall be eliminated if such easements are not being used at the time any Tracts are combined.

13. Limit on Residential Structures. No more than one (1) primary residence may be constructed on a Tract. Guest houses, barns, and outbuildings which are ancillary to the primary residence are acceptable.
14. Fencing and Gates. Fencing is not required except as set out in Paragraph 8 however, each Tract Owner shall be responsible for the proper maintenance of the perimeter fencing and entrance gate on his/her Tract. If fencing is built, it must be (1) no taller than five foot as measured from the ground at any location, and (2) constructed of traditional ranch style fencing materials including steel pipe corner posted, steel T-post, barbed wire, and/or goat wire-mesh. Chain link fencing and wood/metal/plastic privacy style fencing are prohibited. Note: Hamilton is a "fence out county", so if you wish to exclude your neighbors' animals from your property you must fence them out.

**GENERAL
PROVISIONS**

15. Term. The Provisions hereof shall run with the land and shall be binding upon all owners, their guest and invitees and all other persons claiming under them for a period of forty (40) years from the date these restrictions are recorded. These restrictions shall be automatically extended for successive periods of twenty (20) years each time unless modified or cancelled by written instrument executed by 80% all owners of any portions of the above described land recorded in the Real Property Records of Hamilton County, Texas.
16. Amendment by the Members. The Covenants may be amended any time after December 31, 2025 by the Members upon the affirmative vote of at least sixty-seven (67%) of the total number of owners entitled to vote on the amendment, voting in person or by proxy at a meeting duly called for such purpose.
17. Effect of Violation on Mortgages. No Violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagees under any such mortgage.
18. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.
19. Effective Date. This Declaration of Covenants and Restrictions shall be effective upon recording in the Real Property Records of Hamilton County, Texas.



CHARLIE BOTTLINGER

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