

"Clauses and Covenants"

Definitions

"Covenants" means the covenants, conditions and restrictions in this Declaration.

"Grantor" means Heiligman 2020, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Grantor for the purpose of development and is named as successor in a recorded document.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat dated June 10, 2020.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"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" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding or recreational equipment.

"Property" means the Property covered by the Plat and any additional property made subject to this Declaration.

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

Clauses and Covenants

A. Imposition of Covenants

1. Grantor imposes the Covenants on the Property. All Owners and other occupants of the Lots by their acceptance of their deeds, leases or occupancy of any Lot agree that the Property is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property 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.

3. 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.
4. If 90% of the Lot owners agree, the Covenants may be altered.

B. Use and Activities

1. Permitted Use.

- a. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 may be used only for Single Family Residence and Structures for use by a Single Family;
- b. Mobile homes, manufactured homes, manufactured housing and trailer houses are permitted, but cannot be more than five (5) years.

The following is required on all mobile homes, manufactured homes, manufactured housing and trailer houses:

- i. Wheels and axles removed.
- ii. Tongue removed.
- iii. Unit anchored as per code.
- iv. Skirting on entire unit required.
- c. Commercial livestock is permitted, however, pig farms, commercial feedlots and other pet activity are prohibited. Please see 2.k hereinbelow.

2. Prohibited Activities. Prohibited activities are –

- a. Any activity that is otherwise prohibited by this Declaration;
- b. Any illegal activity;
- c. Any nuisance or noxious or offensive activity;
- d. Any dumping of rubbish;
- e. Any storage of –
 - i. Building materials except during the construction or renovation of a Residence of a Structure;
 - ii. Vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or

- iii. Unsightly objects unless completely shielded by a Structure;
- f. The drying of clothes in a manner that is visible from any street;
- g. Installing a motor home on the Lot;
- h. Moving a previously constructed house onto a Lot;
- i. Interfering with a drainage pattern or the natural flow of surface water;
- j. Occupying a Structure that does not comply with the construction standards of a Residence;
- k. No pig farms, commercial feed lots or pet activity are allowed;
- l. No business that would be an annoyance or nuisance to neighborhood;
- m. No signs advertising of business on Residential Lots;
- n. No cesspools and no drainage of sewage waste.

C. Construction and Maintenance Standards

1. Lots

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Property Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
- e. *Fence.* Owners must construct a perimeter fence around the Lot within one (1) year of closing.

2. Residences and Structures

- a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Property.

- b. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 120 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Lot restored to a clean and attractive condition.
- c. *Temporary Residences.* No camps, tents, shacks, travel trailers, motor homes or any structure of a temporary nature may be used as a permanent residence.
- d. *Property Lines.* No Residence, building, barn, garage or other outbuilding shall be located nearer than one hundred feet (100') to the front property line and twenty feet (20') to any side and rear property line.

3. *Road System*

- a. *Maintenance.* Road maintenance will be the responsibility of ALL Lot Owners.

FILED AND RECORDED

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I hereby certify that this instrument was FILED on the date and time stamped hereon
and RECORDED in the PUBLIC RECORDS of Medina County, Texas.



Gina Champion

Gina Champion, County Clerk
Medina County, Texas

Filed By The system user Deputy