

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
Of Spanish Oak Acres Phase 2, a development in Caldwell County, Texas

This Declaration of Covenants, Conditions, and Restrictions of Spanish Oak Acres Phase 2, a development in Caldwell County, Texas, is made as of July 15th, 2024 by Spanish Oak Acres Phase 2, LLC, a Texas limited liability company ("Declarant"), whose mailing address is 5701 W Slaughter Ln, Bldg A130, Austin, TX 78749.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Caldwell County, Texas known as Spanish Oak Acres Phase 2 and described in that certain Plat filed of record in Caldwell County, Texas, recorded as document number 2024-005533 in the Official Public Records of Caldwell County, Texas.
2. The Declarant has devised a general plan for the entire Property as a whole, including the Lots, 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 plan development.

NOW, THEREFORE, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant hereby restricts the Property according to the following covenants, conditions, easements and restrictions in furtherance of this general development plan for the Property and declares that all of the Property and each Lot shall from and hereafter the date hereof be held, sold, and conveyed subject to the following covenants, conditions, easements and restrictions:

Article 1
Imposition of Covenants, Conditions, Easements, and Restrictions

1-1. Each Lot is subject to all of the covenants, conditions, easements and restrictions set forth in this Declaration, shown on the Plat, or filed of record in the real property records of Caldwell County, Texas, and each Owner shall be deemed to have taken notice of all such covenants, conditions, easements and restrictions.

Article 2
Definitions

2-1 "**Developer**" means Declarant and its successors and assigns who acquire or own the entirety of the development but will parcel it into undeveloped Lots from Declarant for the purpose of development.

2-2. "**Lot**" means the lots within the Property as shown on the Plat.

2-3 "**Owner**" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in

the Property.

2-4 “**Main Road**” means Spanish Oak Road and Old Colony Line Road as shown on the Plat.

2-5 “**Mobile Home**” also known as modular, prefab, or factory home, means any prefabricated house assembled in a factory and then transported to site of use.

Article 3 Architectural Control

3-1 **Architectural Review Committee.** An Architectural Review Committee (“ARC”) is hereby created. Until Developer has sold more than seventy-five percent (75%) of the Lots, the ARC will initially consist solely of a single person designated by Developer. After Developer has sold more than seventy-five percent (75%) of the Lots, Developer will have three (3) calendar years to transfer to ARC oversight to the Lot Owners. Upon transfer of ARC oversight to the Lot Owners, the ARC will consist of three (3) persons designated by the Lot Owners. The ARC may develop and promulgate written standards for the construction of improvements on the Property, which standards will supplement but not contradict the terms of this Declaration. In the event of death or resignation of any member of the ARC, the remaining members shall have full authority to designate a successor who must be an Owner. None of the Developer, the single person designated by Developer to serve as the ARC, the ARC or any individual member of the ARC will be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. All actions of and by the ARC will be by a majority vote of the ARC’s members.

3-2 **Approval of Plans and Specifications.** The ARC must review and approve or deny approval in writing all of the following projects on a Lot within sixty (60) days after submission to the ARC of the plans and specifications for the following:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.

3-3 **Written request for Approval.** To obtain approval to do any of the work described in Paragraph 3-2, an Owner must submit written request to the ARC showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

3-4 **Standard for Review.** The ARC shall review written requests for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. A written request can be rejected for providing insufficient information. The ARC shall have broad, discretionary authority to reasonably interpret and apply promulgated standards in force at the time of review of an Owner’s request. In rejecting a written request, the ARC should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Article 4 Exterior Maintenance

If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the ARC shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain,

and restore the Lot, the exterior of any buildings and other improvements located on the Lot at expense of the Owner.

Article 5 Use Restrictions and Architectural Standards

5-1 Residential, Home-Office or Home-Business Use Only. All Lots shall be used for single family residential purposes only, except that reasonable Home-Office or Home-Business use is permitted. Said Home-Office or Home-Business use shall not include retail or other business activity that results in moderate to high traffic on the Property. Except, however, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use commercial or business facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. Air B&B, short term rentals, and other similar activities are allowed as long as (a) such use or services do not attribute to the Lot any appearance of a commercial or non-residential use, (b) no sign of any nature indicating such use or services is displayed on or near the Lot, and (c) use of a Lot for such purposes will not release any Owner from compliance by such Owner and such Owner's guests with any of the obligations and duties as an Owner under this Declaration.

5-2 Type of Buildings Permitted. All buildings must be approved by the ARC prior to placement on each Lot. No more than one (1) single-family dwelling may be located on any Lot which is less than two (2) acres. No more than two (2) single-family dwellings may be located on any Lot of two acres or more, however, Developer, as well as any other person engaged by Developer in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

5-3 Temporary Residences During Construction. Recreational vehicles or camper trailers may be used for temporary residence for up to six (6) months. Said residences may be granted additional six (6) month extensions if the ARC deems that the residence is neat in appearance and the property is well maintained. Permission may be revoked at any time as deemed necessary by the ARC.

5-4 Design, Minimum Floor Area, and Exterior Walls. Any residence constructed on a Lot must have a ground floor area of not less than 600 square feet (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) except for approved "Tiny Houses" which comply with these restrictions in every way except the minimum floor area. "Tiny Houses" which are less than 600 square feet in ground area, of the same structural integrity of a site-built, larger home, are generally allowed and may be approved on a strict, case-by-case basis by the ARC. A nice barn or workshop with living quarters within is acceptable, provided it is built from quality materials and has an architectural style which is approved by the ARC. All structures must have the exterior construction completed in its entirety within one hundred eighty (180) days from ground breaking or initial placement upon the Lot. All outbuildings, guest houses, porches, platforms, decks, stairways and garages must be architecturally compatible to the home.

5-5 Setbacks. No building or permanent structure, other than walls, fences, planters, hedges or other screening material, may be located within twenty-five (25) feet of a Lot's front boundary line, or within fifteen (15) feet of a Lot's side or rear boundary lines.

Exceptions to the minimum setbacks, as described above, may be granted by the ARC on a case-by-case basis. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

5-6 Resubdivision. No Lot shall be resubdivided or split.

5-7 Driveways. Developer has the right, but not the obligation, to install driveways for each Lot. The Owner of a Lot is responsible for maintaining their driveway, regardless of whether or not the driveway was Developer installed. Any modifications to the driveway must be approved by the ARC and approved by the proper government agency, as applicable. This includes any portion of the driveway outside of the Property and within the right of way of a Main Road. Any change in the location of culverts and entrances must be approved by the ARC and the proper government agency, as applicable. The ARC has the right (but not the obligation) to remove any culvert or entry not approved as required herein.

5-8 On-Site Sewage Facility. Prior to occupancy of a home or any livable building, each Lot Owner shall construct, install and maintain an On-Site Sewage Facility ("OSSF") in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the appropriate County. The Owner is responsible for obtaining a permit, approval, and inspection of the OSSF from the appropriate County & City's Health District. If such OSSF complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto a Main Road or any other Lot, such OSSF shall be modified so as to eliminate such foul or noxious odors or unsafe liquid. The OSSF will be considered in violation of these restrictions if it does not have the proper permits, approval, inspection, and/or if the OSSF emits foul or noxious odors.

5-9 Obnoxious or Offensive Activities Prohibited. No obnoxious or offensive activities shall be carried on upon said Lot or Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

5-10 Prohibited Residential Uses. Any structure not approved for residential use by the ARC, including but not limited to travel trailers, 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.

5-11 Fences. No fence, hedge, wall or other dividing instrument over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. No construction of any fence, hedge, wall or other dividing instrument may begin until the specifications and a site plan showing the location thereof have been submitted to and approved, in writing, by the ARC. Any fence installed, regardless of height or length, without the prior approval of the ARC and deemed in violation of these restrictions is subject to being removed, without notice, at expense of the owner.

5-12 Surface Mining and Natural Resources. It is expressly forbidden by these restrictions to mine surface or subsurface minerals or soils by strip-mining or by any other method, for resale from any Lot within the Property. This restriction is inclusive of caliche or other similarly known soil materials. This restriction does not prohibit the pumping of ground water for consumption upon the lot wherein the well is located. Groundwater may only be used for private domestic use. No private water source may be connected to a public water source. Marketable timber, including firewood, shall not be sold without

express prior written permission from the ARC; however, owners may dispose of timber for building sites and gardens, but must leave ample trees for shade over Lot.

5-13 No removal of Soil, Gravel or Other Material. No Lot shall be used for the removal of soil, gravel, or other materials (except for the incidental removal of such material for purposes of the construction or placement of improvements on a Lot).

5-14 Gun/Shooting Ranges. No Lot shall be used as a gun range or shooting range.

5-15 Rubbish, Trash, and Garbage. No Owner shall use any Lot as a dump, landfill, salvage yard or junk yard, or for the storage of salvage, junk, refuse, manure or hazardous materials. No rubbish, trash, garbage or other waste material shall be kept on any Lot except in sanitary containers located in appropriate areas concealed from the public view. If a violation of this provision occurs, the ARC will notify the Lot Owner of the violation. If the violation is not promptly remedied after notice to the Lot Owner, the ARC will enter the property and clean it up at the expense of the Lot Owner. Each Lot Owner must enter into and maintain a contract with a commercial waste disposal company under which rubbish, trash, and garbage is regularly collected from their Lot.

5-16 Animals. No Lot shall be used as a feed lot, hog farm, or commercial poultry farm. The raising or keeping of hogs or swine on any part of the Property is strictly prohibited. No pets shall be kept, bred or maintained for any commercial purposes.

(a) The raising of livestock shall be allowed, but as to each Lot shall be limited to one (1) animal unit per acre. An animal unit shall be calculated as follows:

- i. one (1) cow;
- ii. one (1) bull;
- iii. two (2) five hundred (500) pound calves;
- iv. three (3) sheep or goats;
- v. one (1) horse;
- vi. two (2) foals one (1) year old or younger;
- vii. any animal with un-weaned offspring shall be considered a single animal unit; and
- viii. one (1) head for any animal not already listed, except for hogs or swine which shall not be permitted on any Lot.

ix. No more than five (5) chickens in addition to one (1) of the aforementioned animal units may be raised or kept on each Lot.

(b) If any member of an owner's family is under the age of nineteen (19) and is a bona-fide member of a 4-H Club or Future Farmers of America Club, then, as an exception to 5-14 (a), one animal per each bona-fide member shall be permitted for the purpose of raising each animal for competition or as part of a club project, provided that the animal shall be removed from the Lot upon completion of the competition or club project.

(c) Exotic game shall be allowed upon the Property, with the exception of those that would affect the health, safety and or welfare of any of the Owners within the Property.

(d) Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit" provided they are kept, bred or maintained for non-commercial purposes.

(e) Any and all animals, including household pets, require appropriate fencing to confine them to their Lot. No animal shall be permitted until the appropriate fencing is completed. It is each Owner's responsibility to install a gate and/or cattle guard to prevent cattle or other livestock from getting onto a Main Road. It is further the responsibility of the Owner who installs a gate to keep it closed at all times, except during ingress or egress.

(f) All Lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

5-17 Vehicles/Trailers. No repairing of motor vehicles requiring more than seven (7) days to complete shall be permitted on any Lot. No motor vehicle which is not in operating condition or not bearing a current license plate or registration shall be left parked, abandoned or otherwise unattended in a specific location on any portion of any Lot, a Main Road, or street within the Property (if any) for more than seven (7) days. No motor vehicle which is not in operating condition or not bearing current license plate and registration shall be placed or permitted to remain on a Main Road or on any portion of any Lot. Restoration of vehicles is permitted providing all work, parts and framework are done in an enclosed garage. Any RVs, Boats, travel trailers or Class C type or style vehicle (dump trucks, 18-wheelers, etc.) shall be parked a minimum of fifty feet (50') from any Lot boundary line. No junk yards, auto salvage yards, waste facilities or metal scrap yards shall be permitted on any Lot.

5-18 Mobile Homes. Both double-wide Mobile Homes and single-wide Mobile Homes are permitted upon any Lot, but must be approved in writing by the ARC prior to placement. Additionally, Mobile Homes must be new or manufactured within the five (5) year period before placement on a Lot, and must appear in like-new condition before placement on a Lot, as determined by the ARC on a case-by-case basis. Mobile Homes shall be underpinned and skirted using hardy board or masonry within 60 days from the date placed on property. In addition, landscaping must be installed within 60 days from date placed on the property with a professional quality appearance. The restrictions on Mobile Home placement apply to both the original and any subsequently installed homes.

5-19 Hunting. No hunting or discharging of firearms or any other device capable of killing, injuring or causing property damage is permitted on any Lot.

Article 6 Reservation of Easements

6-1 Easements. Easements for installation and maintenance of drainage facilities, utilities, telephone lines, water lines, etc., are reserved by Declarant. A ten foot (10') wide area around the entirety of each Lot's boundary lines are hereby reserved as a utility easement. Drainage easements are show on the Plat. No shrubbery, or other permanent obstruction shall be placed in any utility easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any permanent obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of such Lot, except for maintenance of which a public utility is responsible, therein shall continuously maintain the area of each Lot and all improvements; provided, however, that any damage to the driveway or fencing of a Lot caused in the placement of utility structures for the benefit of another Lot will be repaired at the expense of the owner of the Lot for whom such utility structures were placed.

Article 7 General Provisions

7-1 Enforcement. The Developer, the ARC, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Neither Declarant nor Developer shall have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the Declarant or Developer to enforce any of these provisions. 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.

7-2 Compliance with Fair Housing Act. The Declarant, Developer, ARC and each Owner shall comply with the Fair Housing Act, which, among other things, prohibits discrimination in the sale or rental of housing because of race, color, religion, sex (including gender identity and sexual orientation), disability, familial status or national origin.

7-3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

7-4 Covenants Running with the Land. 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.

7-5 Duration and Amendment. 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 20 years subject to termination by an instrument signed by more than 75 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 Lot Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof in order to make necessary alterations, corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the acreage. Neither any amendment nor any termination shall be effective until recorded in the real property records of Caldwell County, Texas, and all requisite governmental approvals, if any, have been obtained.

7-6 Attorneys' Fees. 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.

7-7 Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 25th day of July, 2024

By: Trenton Horter
Managing Member of Spanish Oak Acres Phase 2, LLC

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on the __ day of July, 2024 by Trenton Horter, an individual known to me, in the recited capacity of Managing Member of Spanish Oak Acres Phase 2, LLC, a Texas limited liability company, on behalf thereof.

Notary Public

After Recording, Return To:
Spanish Oak Acres Phase 2, LLC
5701 W Slaughter Ln, Bldg A130
Austin, TX 78749