

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

For \_\_\_\_\_ acres (known as Tract \_\_\_\_\_) in the Wellborn Survey, WES: 23-113 in Kerr County, Texas.

1. The Developer has devised a general plan for the entire Property as a whole, with specific provisions for particular tracts 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.
2. This general plan will benefit the Property in general, the parcels and tracts that constitute the Property, the Developer, and each successive owner of an interest in the Property.
3. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Developer desires to restrict the Property according to these covenants, conditions in furtherance of this general development plan, and the restrictions and said covenants, conditions, and restrictions shall attach to this property.

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

### **ARTICLE 1 - Definitions**

- 1.1. "**Developer**" means Developer and its successors and assigns who acquire or own the property.
- 1.2. "**Property**" means the Property number described in the legal description of the Property.
- 1.3. "**Owner**" means the record owner or owners of the fee simple title to any Property or portion of a Property in the Property.
- 1.4. "**Main Road**" means any county, state or otherwise publicly maintained road.
- 1.5. "**Mobile Home**" also known as modular, prefab, or factory homes, means any prefabricated house assembled in a factory and then transported to site of use.

### **ARTICLE 2 -Architectural Control**

2.0. I. **Architectural Review Committee.** Developer shall designate and appoint an Architectural Review Committee ("ARC") consisting of not less than two qualified persons, which shall serve at the pleasure of the Developer. The initial committee members shall be Ashley Roberts and Jason Roberts.

2.2. **Approval of Plans and Specifications.** The Architectural Review Committee must review and approve in writing all of the following projects on the Property prior to any work commencing on said projects:

- (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.

**2.3. Written request for Approval.** To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit written request to the Architectural Review Committee 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.

**2.4. 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 Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting a written request, the Committee must detail the reason(s) for rejection and suggest how the applicant may remedy the deficiencies.

**2.5. Time for Review.** The ARC must render a decision on approval or rejection of the proposed plans within 14 calendar days of receipt of said plans.

### ARTICLE 3 - Exterior Maintenance

3.1. If an Owner of this Property 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 Property in order to repair, maintain, and restore the Property, the exterior of any buildings and other improvements located on the Property at expense of the Owner.

### ARTICLE 4 - Use Restrictions and Architectural Standards

**4.1. Residential, Light Commercial and/or Agricultural Use Only.** The Property shall be used for single-family residential purposes, light commercial and/or agricultural uses. No retail or high traffic commercial activity shall be permitted. No commercial activities shall be permitted outside of daylight hours. Agricultural use consists of any use for agriculture that does not otherwise run afoul of the provisions of these restrictions.

**4.2. Type of Buildings Permitted.** No building (exclusive of outbuildings, guest houses, porches, garages) shall be erected, altered, or permitted on the Property, other than single-family dwelling, but may not exceed one dwelling per one (1) acres unless approved by the Architectural Review Committee.

**4.3. Temporary Residences During Construction.** Recreational vehicles or camper trailers may be used for temporary residence for up to 3 months. Said residences may be granted additional three (3) 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.

**4.4. Design, Minimum Floor Area, and Exterior Walls.**

(a) Any residence constructed on the Property must have a ground floor area of not less than 800 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" shall be those houses that are less than 800 square feet in ground area, which are 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. Single-wide mobile/modular/prefab/factory homes are not included in the category of "tiny houses" pursuant to this provision. **Single-wide mobile homes are strictly prohibited.**

(b) All exterior colors, textures, and materials must have a pleasing architectural style. A nice barn or workshop with living quarters within is acceptable, provided it is built from quality materials and has a pleasing architectural style.

(c) All structures must have the exterior construction completed in its entirety within one hundred eighty (180) days from groundbreaking or initial placement upon the Property.

**4.5. Setbacks.** No building shall be located on the Property nearer to the front Property line or nearer to the side Property line than the minimum building setback lines of:

- (a) Fifty feet (50') to the Property line along the Main Roads; and
- (b) Twenty-five feet (25') to all other Property 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 Property to encroach upon another Property.

**4.6. Resubdivision or Consolidation.** The Property may be resubdivided only with prior written consent from the ARC and relevant Hill County departments. The location of improvements on the Property shall comply with all restrictions, including setbacks and easements, documented herein. Any resubdivision of the Property must be approved in writing by the ARC and platted according to the pertinent statutes and rules of Hill County and the State of Texas.

**4.7. Driveways.** All driveways are to be installed and maintained by the Owner of the Property, including the portion of the driveway outside of the Property and within the Right of Way of the Main Road. Owners are responsible for obtaining a permit from the County Road & Bridge Department for connecting a driveway with the Main Road. Location of culverts and entrances must be approved by the ARC, and the ARC has the right to remove any culvert or entry constructed which was not approved.

**4.8. On-Site Sewage Facility.** Prior to occupancy of a home or any livable building, the 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 Main Roads, ditches or adjoining Property, such OSSF shall be modified to eliminate such odors or unsafe liquid.

**4.9. Obnoxious or Offensive Activities Prohibited.** No obnoxious or offensive activity shall be conducted on the Property that may be or may become an annoyance or nuisance to the neighborhood.

**4.10. Prohibited Residential Uses.** Any structure not approved for residential use by the ARC, including but not limited to trailers, single-wide mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall not be used on any Property at any time as a residence, either temporarily or permanently.

**4.11. Fences.** The ARC must approve fences as provided in Article 2. No construction of the fence may begin until the specifications and a site plan showing the location of the fence has 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 removal by the ARC, without notice, at expense of the owner.

**4.12. 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 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 Property 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 Property.

**4.13. Rubbish, Trash and Garbage.** No Property shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

**4.14. Animals.**

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

1. one (1) cow;
2. one (1) bull;
3. two (2) five hundred (500) pound calves; three (3) sheep or goats;
4. one (1) horse;
5. two (2) foals one (1) year old or younger;
6. any above-mentioned animal with un-weaned offspring shall be considered a single animal unit; and
7. one (1) head for any animal not already listed, except for swine, which shall be limited to one head per Property.

8. Chickens are allowed for home-steading purposes, with ARC approval, and are not otherwise limited per acre, in reasonable quantities, as determined by the ARC. Guineas, peacocks or other loud fowl are strictly prohibited.

(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 Paragraph 4.14.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 Property up on 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 anyone located on or near the Property.

(d) Swine are strictly prohibited.

(e) 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.

(f) Any and all animals, including household pets, require appropriate fencing to confine them to their Property. 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 the Main Roads. It is further the responsibility of the Owner who installs a gate to keep it closed at all times.

(g) All pastures, 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 nearby property.

**4.15. Vehicles/Trailers.** No repairing of motor vehicles requiring more than seven (7) days to complete shall be permitted on the Property. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any portion of the Property or street within the Property for more than five (5) 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 the Main Road or on any portion of the Property. 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 the Property boundary line.

**4.16. Mobile Homes.** Single-wide mobile homes are strictly prohibited. **Any double-wide mobile homes must be approved in writing by the ARC prior to placement.** Additionally, Double-wide mobile homes which exceed five (5) years in age must be structurally and cosmetically remodeled to appear like-new, as determined by the ARC on a case-by-case basis. Mobile homes shall be underpinned and skirted within 60 days from date placed on the Property with a professional quality appearance.

#### ARTICLE FIVE - Easements

**5.1. Reservation of Easements.** Easements for installation and maintenance of utilities, including electric, telephone lines, etc., are reserved by Developer. No shrubbery, fence, or other obstruction shall be placed in any 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 obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of the Property, except for maintenance of which a public utility is responsible, therein shall continuously maintain the area of the Property and all improvements.

(a) Easements are defined as:

- Thirty foot (30') wide area on the sides of each Property that share a common boundary line with a Main Road; and
- Fifteen foot (15') wide area on the sides of each Property that share a common boundary line with another Property.
- Thirty foot (30') wide area on the sides of each Property that do not share a common boundary line with another Property, for the benefit of utilities.

#### ARTICLE SIX- General Provisions

**6.1. 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. Developer shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the 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.

**6.2. 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.

**6.3. 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 Property, and each Property Owner.

**6.4. 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 10 years. The covenants, conditions, and restrictions of this Declaration may be amended by the Developer prior to transferring ownership of the Property. Neither any amendment nor any termination shall be effective until recorded in the real property records of McLennan County, Texas, and all requisite governmental approvals, if any, have been obtained.

6.5. **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.

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