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HSW LAND LLC

TO

THE PUBLIC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

THAT WHEREAS, JESS COLLIN WOOD, herein called "Declarant", is the record owner of all that tract or parcel of land being 47.44 acres of land, more or less, situated in Gillespie County, Texas, out of the A. B. & M. Survey No. 973, Abstract No. 25; the east part of that 92.34 acre tract described in a Warranty Deed from William R. Locklear to Karen Ellis Locklear, executed June 11, 1979, found of record in Volume 103, Page 78, Deed Records, Gillespie County, Texas; said 47.44 acres of land more or less is described by metes and bounds on Exhibit "A", attached hereto and made a part hereof for all pertinent purposes. ("Property"); and

WHEREAS, Declarant will hold, sell and convey the above described Property subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth.

NOW, THEREFORE, it is hereby declared that all of the above referred Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any Lot or deed which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said Lot or deed.

**I.  
DEFINITIONS**

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. "Lot" shall refer to any portion of the Property, as owned by any Owner.

**II.  
RESTRICTIONS**

2.01 All Lots shall be used solely for residential and agricultural purposes as hereinafter set out. A residential structure may be interpreted to be a permanent residential dwelling, a short-term rental (such as a guesthouse or bed and breakfast,) or a long-term rental dwelling.

2.02 Not more than one (1) single-family residence may be erected on any Lot. Two (2) additional guest house maybe constructed. Other related outbuildings such as barns, animal shelters, etc., may also be constructed.

2.03 Single-family dwellings shall contain a minimum of 1,200 square feet of living area and guest houses shall contain a minimum of 750 square feet of living area but not more than 2,000 square feet of



living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or basements. A barndominium shall be permitted, but the living space must comply with the minimum living area as set forth in this Paragraph 2.03, and the exterior of the living space of any barndominium must comply with all other requirements set forth herein. During construction of the principal dwelling, an Owner may live in one (1) recreational vehicle or camper on Owner's Lot for a period not to exceed twenty-four (24) months or upon completion of the principal dwelling, whichever occurs first. All other provisions set forth in this Declaration of Covenants, Conditions and Restrictions must be complied with and are enforceable.

2.04 Up to two (2) guest houses or other improvement located on a Lot may be used for short-term rentals, including but not limited to a bed and breakfast, Air B&B, Vacation Rental By Owner, etc. Short-term rental shall be defined as an improvement being rented by the public for consideration, and used for dwelling, lodging, or sleeping purposes for any period less than thirty (30) days. Additionally, a principal dwelling on a Lot may be used as a short-term rental, but in no event may the principal dwelling be occupied as a short-term rental for more than 182 non-consecutive days per year. A guest house is allowed to be built before the primary home, but if a guest house is constructed first, the primary home must be completed within 24 months of beginning construction on the guest home.

2.05 The exterior of any building shall be completed not later than twenty-four (24) months after the commencement of construction.

2.06 Mobile, manufactured and modular homes may be placed on the Property as a primary residence so long as they are of new construction. No used mobile, manufactured or modular homes may be placed on any portion of the Property. If a primary dwelling is a mobile, manufactured or modular home, it must be at least two (2) segments wide. Single-wide mobile, manufactured or modular homes are not allowed on the Property. Any mobile, manufactured or modular home that is not slab on grade construction must have skirting or rock from the base of floor frame to the ground. No portion of the frame or under frame can be exposed or seen.

2.07 A residence or dwelling shall not be occupied until the exterior thereof shall be completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Gillespie County and/or State of Texas Health Department and/or other governing body regulating wells and septic systems.

2.08 Save and except provisions set forth in Paragraph 2.03, farm and ranch equipment, trailers, recreational vehicles, boats and UTV/ATV equipment must be stored at least 75 feet from all Lot boundary lines, and must be reasonably screened from view and located within a three-sided improvement, located to the rear of the principal dwelling.

2.09 Lots shall not be subdivided into tracts that are less than five (5) acres.

2.10 All swimming pools shall be constructed substantially at grade, but under no circumstances may a pool be more than three (3) feet above the natural grade.

2.11 Barns, stables, pens, fences and other similar improvements may be made or erected on a Lot prior to construction of the principal dwelling.

2.12 The building setback lines for each Lot is seventy-five (75) feet from all Lot boundary lines.

2.13 Lots shall not be used for any commercial purposes, except permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures) and livestock



production. No industrial pursuit or enterprise shall be permitted to be conducted on any Lot. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of: Auto painting and repair; heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture. Additionally, there shall be no commercial dog kennels or dog boarding on any Lot, and the number of dogs permitted on any Lot shall not exceed five (5). Selling of deer or wildlife hunts is strictly prohibited including leasing land for hunting, day hunts, or trapping and selling deer off the property.

2.14 Abandoned or inoperative equipment, vehicles or junk shall not be permitted, placed or stored on any Lot.

2.15 Livestock, pets and poultry shall be permitted provided said livestock is kept within the boundaries of said Lot at all times, and provided they are not offensive to adjacent landowners by smell, sight, sound or otherwise and do not result in overgrazing. There shall not be any commercial feeding operations or commercial breeding of animals conducted on a Lot. Agricultural animals used for grazing said property while simultaneously raising young (i.e. cow/calf operation) shall not be considered commercial breeding of animals.

2.16 No toxic waste dumping or burying or disposal of any kind shall be allowed that would pollute any stream or body of water, or adversely affect the natural beauty and value of the Property. Garbage or refuse shall not be disposed of or buried on any Lot.

2.17 All perimeter fences or interior fences erected on any Lot shall be of new material and professional in appearance, and completed in a good and workmanlike manner regarding quality and appearance.

2.18 There shall be no shooting of any firearms on the Property. Hunting is prohibited on the Property.

2.19 Mineral exploration of any type which will damage the surface shall not be permitted on any Lot.

2.20 The undersigned reserves unto itself and/or its assigns, an easement for utility purposes, fifteen (15) feet wide on each side of all Lot lines and public roadways and twenty (20) feet along the entire perimeter (boundary) of the herein described property for the installation and maintenance of electric, telephone and other utility lines and easements for anchor guy combinations wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises for employees of utility companies owning said lines.

2.21 No cellular tower, wind turbine or other type of commercial tower or antennae shall be erected or placed upon the Property without the prior consent of the Declarant. Residential towers to provide internet and phone service shall be permitted on Lots, but in no event shall a tower be greater than thirty-five feet (35') in height. Any solar panels located on a Lot must be installed on the roof of any improvements, and panels must maintain the pitch of the existing roof.

### III. GENERAL PROVISIONS

3.01 ENFORCEMENT. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not



be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserve the right to enforce this Declaration, though it may have previously sold and conveyed all Lots controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, conditions or restrictions herein contained.

**3.02. PARTIAL INVALIDITY.** Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

**3.03. TERM.** The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by or the Owner of any Lot subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2050, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after December 31, 2030, by an instrument signed by not less than the Owners of seventy-five percent (75%) of the acreage contained with the above described Property. No amendment shall be effective until duly recorded in the Official Records of Gillespie County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained. The covenants, conditions and restrictions may be amended any time by an instrument signed by the owners of not less than one hundred percent (100%) of the above described Property.

**3.04. AMENDMENT.** Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant in its sole judgement. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

**3.05. WAIVER AND LACHES.** The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Failure of Declarant, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

**3.06. INDEMNIFICATION.** By acceptance of each warranty deed, Owners agree to indemnify and hold harmless Declarant, its successors and/or assigns, for any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of these Covenants, Conditions and Restrictions.

As additional consideration for purchasing a Lot and/or owning a portion of the Property, Owners hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Declarant from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Owner, or to any Lot, whether caused by Declarant, or otherwise. Declarant hereby makes no representations or warranties regarding any taxing authorities, valuations or exemptions that may be in place as of the date of filing. Furthermore, Declarant shall have



no liability to maintain any exemptions from appraised property values used in determine local property taxes.

EXECUTED this 30<sup>th</sup> day of January, 2023.

DECLARANT:

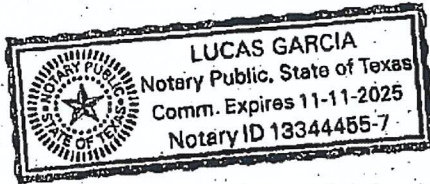
HSW LAND, LLC  
a Texas limited liability company

By: *Jess Collin Wood*  
JESS COLLIN WOOD, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 30<sup>th</sup> day of January, 2023  
by JESS COLLIN WOOD, Manager of HSW LAND, LLC, a Texas limited liability company.



*Lucas Garcia*  
Notary Public in and for the State of Texas

**"EXHIBIT A"**

Page 1 of 2

**FIELD NOTES DESCRIPTION OF A 47.44 ACRE TRACT OF LAND  
SITUATED IN GILLESPIE COUNTY, TEXAS**

BEING 47.44 ACRES OF LAND SITUATED ON THE WEST SIDE OF THE TOWN OF HARPER IN GILLESPIE COUNTY, TEXAS, OUT OF THE A. B. & M. SURVEY NO. 973, ABSTRACT NO. 25; THE EAST PART OF THAT 92.34 ACRE TRACT DESCRIBED IN A WARRANTY DEED FROM WILLIAM R. LOCKLEAR TO KAREN ELLIS LOCKLEAR, EXECUTED THE 11<sup>TH</sup> DAY OF JUNE, 1979, AND RECORDED IN VOLUME 130, PAGE 78, DEED RECORDS OF GILLESPIE COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete "P-K" nail set in the North right-of-way line of U.S. Highway No. 290, the South line of said 92.34 acre tract, at the South terminus of the centerline of Mosel Road, a 60 ft. wide road easement recorded in Volume 286, Page 203, Deed Records of Gillespie County, Texas, the Southeast corner of that 14.82 acre tract described in deed to Michael C. Bray et al, recorded in Clerks File No. 20061792, Official Public Records of Gillespie County, Texas, the Southeast corner of a 5.00 acre tract surveyed by me on April 26, 2022, for the Southwest corner hereof, from which a concrete right-of-way marker bears 30.87 ft. S 88° 33' 55" E, and the Southeast corner of Survey No. 973 bears approximately 1234 ft. S 86° 58' E;

THENCE with the centerline of Mosel Road, the East line of said 14.82 acre tract: 1) N 09° 54' 38" E 455.23 ft. to a concrete "P-K" nail set at the beginning of a curve to the left; 2) along the arc of said curve to the left, having a central angle of 44° 05' 25", a radius of 235.38 ft., a tangent of 95.32 ft., a chord which bears 176.69 ft. N 12° 11' 11" W, at 62.90 ft. passing a concrete "P-K" nail set at the Northeast corner of said 5.00 acre tract, continuing along said arc for a total distance of 181.13 ft. to a concrete "P-K" nail set at the end of said curve; 3) N 34° 15' 05" W 552.42 ft. to a concrete "P-K" nail set at the beginning of a curve to the right; 4) along the arc of said curve to the right, having a central angle of 59° 42' 06", a radius of 188.92 ft., an arc of 196.85 ft., a tangent of 108.42 ft., and a chord which bears 188.07 ft. N 24° 28' 50" W to a 1/2" iron stake found at the Northeast corner of said 14.82 acre tract, the Southeast corner of a 30.04 acre tract described in deed to John W. Verner et ux, recorded in Clerks File No. 2018250, Official Public Records of Gillespie County, Texas;

THENCE with the centerline of Mosel Road, the East line of said 30.04 acre tract: 1) N 14° 37' 16" W 504.07 ft. to a concrete "P-K" nail set at the beginning of a curve to the right; 2) along the arc of said curve to the right, having a central angle of 14° 58' 27", a radius of 725.53 ft., an arc of 189.52 ft., a tangent of 95.35 ft., and a chord which bears 189.08 ft. N 07° 09' 41" W to a 1/2" iron stake found at the end of said curve; and 3) N 00° 21' 28" E 644.08 ft. to a 1/2" iron stake found in the North line of said 92.34 acre tract, the Northeast corner of said 30.04 acre tract, the Southwest corner of that 13.02 acre tract described in deed to Gary C. Powell et ux, recorded in Clerks File No. 20184965, Official Public Records of Gillespie County, Texas, for the Northwest corner hereof;

Cont.



# "EXHIBIT A"

Page 2 of 2

THENCE with the North line of said 92.34 acre tract, the South line of said 13.02 acre tract: 1) N 88° 13' 06" E at 30.02 ft. passing a ½" iron stake set at fence corner, in the East right-of-way line of Mosal Road, continuing generally along a fence for a total distance of 430.19 ft. to a ½" iron stake found at fence corner; continuing generally along a fence, 2) N 08° 31' 19" E 79.57 ft. to a 2" pipe fence corner; and 3) S 85° 11' 25" E 437.07 ft. to a 2" pipe fence corner, the Northeast corner of said 92.34 acre tract, the Southeast corner of said 13.02 acre tract, in the West line of that 77.65 acre tract described in deed to Jerry C. Hulcy et ux, recorded in Clerks File No. 20192127, Official Public Records of Gillespie County, Texas;

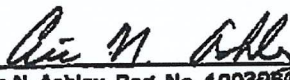
THENCE with the East line of said 92.34 acre tract, the West line of said 77.65 acre tract, generally along a fence: 1) S 09° 29' 41" W 219.86 ft. to a 8" cedar fence post; 2) S 82° 22' 42" E 160.84 ft. to a 8" cedar fence post; 3) S 00° 39' 17" W 671.32 ft. to a 6" cedar fence post; and 4) S 57° 39' 49" E 232.66 ft. to a 8" cedar fence corner post, the Southwest corner of said 77.65 acre tract, the Northwest corner of that 16.05 acre tract described as Tract 2 in a deed to Corey M. Guldage et ux recorded in Clerks File No. 20214119, Official Public Records of Gillespie County, Texas;

THENCE with the East line of said 92.34 acre tract, the West line of said 16.05 acre tract, S 01° 24' 25" W 994.13 ft. to a 2" pipe corner post, the Southeast corner of said 92.34 acre tract, the Northeast corner of that 2.71 acre tract described in a deed to Kerry C. Jones Sr, et ux, recorded in Clerks File No. 20084918, Official Public Records of Gillespie County, Texas, for the Easterly Southeast corner hereof;

THENCE with the South line of said 92.34 acre tract, generally along a fence: 1) S 88° 39' 26" W 211.46 ft. to a ½" iron stake found at fence corner, the Northwest corner of said 2.71 acre tract, the Northeast corner of that 2.162 acre tract described in deed to Jimmy E. Monk et ux recorded in Clerks File No. 20201345, Official Public Records of Gillespie County, Texas; 2) S 78° 44' 57" W 149.91 ft. to a 6" cedar fence corner post, the Northwest corner of said 2.162 acre tract; 3) S 01° 33' 06" W 565.65 ft. to a 3/8" iron stake found at fence corner in the North right-of-way line of U.S. Highway 290, the Southwest corner of said 2.162 acre tract, the Southerly Southeast corner of said 92.34 acre tract, for the Southerly Southeast corner hereof; and 4) with the North right-of-way line of U.S. Highway 290, N 89° 17' 48" W at 265.78 ft. passing a concrete right-of-way marker, leaving said fence and continuing for a total distance of 296.65 ft. to the PLACE OF BEGINNING, containing 47.44 acres of land within these metes and bounds. A plat of this survey has been prepared. Bearings based on True North per G.P.S.

The foregoing field notes represent a survey made on the ground under my direction.

Dated this the 23rd day of May, 2022

  
 Eric N. Ashley Reg. No. 10032600 RPLS 4817  
 Conway, Karen 47.44 ac Harper.doc  
 Job No. 7941P-0522



FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS  
 Lindsey Brown, County Clerk  
 Gillespie County, Texas  
 February 07, 2023 11:22:44 AM  
 FEE: \$90.00 JCOSTON  
 DCC

*Lindsey Brown*

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