

Property Restrictions

1001 County Road 156

Granger, TX 76530

For not yet divided 20 acre parcel

AW0698-German, em.Co.sur., Abstract No. 698, acres 20

State of Texas

County of Williamson

WHEREAS WILLIAM AND LINDA BLAKELY INTENDS TO SEE THE DEVELOPMENT OF THIS PROPERTY SERVE THE MAXIMUM BENEFIT AND PLEASURE OF THE OWNERS OF THIS TRACT AND HOME IN THE AREA REFERRED TO, AND INTEND TO MAINTAIN THE PROPERTY THEREOF AND THEREBY SET FORTH THE PROTECTIVE AND RESTRICTIVE CONVENANTS REGARDING THE USE OF SAID LAND.

KNOW ALL MEN BY THESE PRESENTS: William and Linda Blakely do hereby make all the following declarations. Reservations protective covenants and restrictions regarding the use of the 10 acres located in that certain 20 acres of land more or less out of AW0698-German, em.Co.sur., Abstract No. 698, acres 20 Granger, Texas in Williamson County and being a part of that certain tract of land as described in a general warranty deed to William D Blakely and Linda L Blakely from Paul Martinka dated January 10, 2008 and recorded in document No. 200800302 of the official public records of Williamson County, Texas.

The term seller refers to present owners, William D Blakely and Linda L Blakely 1001 County Road 156 Granger, TX 76530.

**A. Use of Tract.** This 10 acre parcel shall be used for residential purposes only; provided, however, that limited agricultural and business activities shall be permitted to the extent hereinafter set out.

1. No hog farming, dairy farming, feed lot, nor commercial poultry or egg production shall be permitted. Owners may raise and keep horses, cattle, sheep, goats and family pets provided the same are continually maintained in secure fences and are not kept in numbers requiring heavy supplemental feeding and do not constitute a nuisance. A small number of chickens (no more than 10) shall be allowed for personal use only.
2. Business activities shall be permitted to the extent that an owner may maintain a home office, and shall be permitted to engage in, for remuneration, light craft or hobby activities that do not involve maintaining retail hours, more than minimal and occasional customer traffic (no more than 10

appointments per week), advertising signage or open display or open storing of an inventory of business products.

Examples of permissible business activity include, but are not limited to, cabinetry, furniture refinishing and upholstery, saddle making, and leather working.

Examples of impermissible business activities include, but are not limited to, foundry and metal fabrication, and automotive and equipment repair.

**B. Structures:** The size, number, design and construction of structures on the tract shall be governed by the following:

1. There shall be permitted one (1) primary single family residence on this tract, which shall contain at least 1400 square feet of enclosed heated and cooled living area, excluding garages, carports and storage areas associated with garages, carports and porches. The residential dwelling shall be no less than 50% exterior masonry, stone veneer or stucco. All materials used shall be new construction, unless otherwise approved by the seller. The residence cannot be higher than the standard accepted two stories in height. Each structure shall be designed and constructed according to current residential building practices. Variances in any exterior materials may be granted by the sellers. A dwelling unit may be less than 50% masonry or stone veneer construction and may be of frame construction if expressly and specifically approved by the seller.
2. No mobile, manufactured or modular homes shall be permitted on the tract.
3. All dwellings shall be equipped with approved sanitary plumbing approved by Williamson County.
4. All foundations for a dwelling unit or residential unit of garage or carport shall be of the type normally and generally accepted in the area whether the same shall be a concrete slab, pier and beam foundation and no wood or manufactured material, other than concrete, shall be used for piers for a pier foundation and such pier foundations shall be set in the ground and not set upon any ground level pad unless engineered by a Registered Engineer and approved by the seller. No more than two feet (24 inches) of vertical surface of concrete slab shall be exposed to view and such exposed slab must be properly finished. Any unit having an excess of two feet (24 inches) of vertical surface exposed slab shall have such excess in height covered with siding, masonry or stone used in and compatible with the general overall construction so as not to detract from the overall appearance of the dwelling. Any dwelling with pier and beam foundation shall have all piers, pipes, plumbing, electrical and mechanical equipment and fixtures and units located around and under the said unit and leading to said unit appropriately and attractively covered or screened from view.
5. Any home moved onto the premises for renovation and refurbishing shall be substantially completed and brought to habitable conditions within six (6) months of move-on.

6. Guest houses shall be limited to one (1) in number. Guest houses shall be of construction similar to the primary residence.
7. Outbuildings shall be constructed according to current construction practices, and shall be of a design and construction appropriate to their intended purposes.
8. No structure shall be nearer than 50' to the road upon which the property abuts, and no nearer than 30' to any of the other property lines. Nor shall any structure be more than 40' in height.
9. No sewage or waste shall be allowed to run or flow into existing creeks, drains or branches, or on the surface of the grounds, but shall be disposed of by owner by means of a septic system, or similar device as approved by the State, County, or City sanitary requirements governing the tract.

**C. Construction and Construction Time:**

1. The residential dwelling shall be completed with due diligence and must be complete and finished as to exterior within six (6) months from the date of commencement of construction and no longer than 18 months as to the entire unit, including any and all separate buildings, porches, patios, terraces, and be ready for occupancy.
2. No construction shall commence until and unless the construction plans, specifications, and building location has been submitted to and approved by the seller/s as to the quality of materials, workmanship, harmony and external design, and finish grade elevation have been submitted to and approved by the seller/s. If within thirty (30) days of submission, the seller/s fail to respond to such submitted data, the submitted data shall be deemed approved.
3. The seller/s may in their sole judgment require the owner to repaint, revise, alter, or remove any object or structure, other than previously approved buildings, objects or structures, which detracts from the visual attractiveness of the tract in the reasonable opinion of the seller/s.

**D. Roofs and Roofing Materials:**

1. All roof of any structure shall be built of composition shingles with an actual weight of two hundred fifty pounds (250lbs.), or greater, per one hundred square feet (100 sq ft) of roof; or of tile, or wood shake, or wood shingle or approved metal.
- 2.

**E. Solar Collectors and Solar Units:**

1. All solar panels, solar collectors and solar collecting units and devices must be constructed as an integral part of the unit it serves and must be appropriately and attractively integrated into such unit so as not to detract from the overall appearance of the tract as may be determined by the seller.

**F. Garages, Carports, Driveways, Outbuildings:**

1. The residence shall have a garage or carport of a standard two automobile capacity which does not necessarily have to be an integral part of the dwelling unit and may be detached from the dwelling unit, provided the construction thereof shall be of the same type, style and material as the residence, including slab and exterior materials, and shall be a part of the overall scheme and theme of the dwelling unit. No garage or carport shall exceed three car capacities without approval of the seller.
2. No garage or carport or building other than the main or central dwelling unit shall ever be used for a dwelling or be lived in by any person or persons.

**G. Exterior Lights:**

1. This 10 acre tract shall not have any exterior light or lights located thereon at a height exceeding twelve feet (12' 00") above the normal ground level and such light or lights shall be appropriately directed or shielded so as not to cause excessive glare.

**H. Air Conditioning Units, Heating Units, Antennae and Satellite Receiving Discs, Windmills and Windmill Towers.**

1. Any radio, television, signal receiving or signal broadcasting antennae or disc, windmill or windmill tower or other type of tower may not exceed twenty-five feet (25'00") in height.
2. No microwave, electronic or radio signaling satellite receiving or signaling disc or dish or like satellite unit shall be located on the front two-thirds (2/3) of the 10 acre parcel of land unless said dish is less than four feet (4'00") in diameter and must be attractively and appropriately screened from view.

**I. Garbage, trash, debris, incinerators:**

1. No part of the property shall be used for the storage of garbage, trash, debris, junk or waste material of any kind. Normal household garbage, trash and waste material shall be kept in closed, sanitary containers and such containers shall be kept in a clean, sanitary and orderly condition.
2. No trash, ashes, plant or tree trimmings, debris, garbage, discarded property, furniture, equipment, toys, clothes or other personal items or refuse shall be discarded or abandoned on the acreage, road, drainage area or right-of-way, nor kept exposed on this 10 acre tract.
3. No open incinerators, barrels or other open containers or boxes of any type or storage units of any type used for the burning of trash, debris, junk or waste shall be permitted. Also such devices or units shall have lids and covers and shall be kept closed and covered except when used under supervision by the property owner or the lot owner's tenant or representative. No fire of any type, open or in a container including cooking type units may be left burning and unattended, or unsupervised by the lot owner, or the lot owner's agent.

**J. Water Wells and Water Well Equipment:**

1. All water wells and water well equipment shall be enclosed in (a) the dwelling unit, or, (b) the garage or carport, or; (c) in a separate building or well house specifically designed therefore and which shall be built of wood or materials similar to the dwelling, but no larger than one hundred twenty sq. ft. (120 '00") in size and no more than 10 feet (10') in height or more than fourteen feet (14'00") in length or width. NOTWITHSTANDING anything herein to the contrary, a water well and well house may be closer to a lot line than any other building on the premises, provided however it shall not be located on or over any utility easement or other easement.

**K. Septic Tanks and Sewage Systems:**

1. The use, licensing and operation of all septic tanks, sewage and wastewater disposal systems shall be controlled by and maintained by the owner of the lot in and on which such tank and system is located and shall be the lot owner's sole responsibility to keep, maintain and operate free of pollution and in accordance with all State of Texas and Williamson County Health Department Regulations, rules, and standards, and the developer of the seller shall have no responsibility or liability therefore.

**L. Maintenance of Property:**

The 10 acre tract, its buildings and fencing shall be maintained so as not to present any unsightly appearance, nor cause or permit hazardous or unhealthy conditions. No trash, rubbish, inoperative vehicles, discarded equipment, or scrap materials shall be dumped or allowed to remain on a tract. No vehicle shall be kept or stored, that is inoperative, or placed on blocks, which is otherwise in a condition that prohibits operation, nor shall any rebuilding of any vehicle engine be permitted except in an enclosed garage or other approved building.

**M. Tract:**

This parcel of land cannot be subdivided into smaller parcels. Power lines along the driveway connecting the 10 acre parcel to county road 156 are not permitted, nor any structure or pole more than 6 feet in height. All power lines and or cable lines must come from existing power line poles along the southern edge of this 10 acre parcel.

**N. Enforcement:**

The provisions of these restrictions, whether mandatory or prohibitive, shall be enforceable by William or Linda Blakely or any heirs. A court of competent jurisdiction shall award attorney's fees and costs to a prevailing party in litigation for enforcement, pursuant to the provisions of Section 5.006 of the Texas Property Code, or any successor statute and these restrictions.

**O. Request for Approval and Variances:**

1. All requests for approval or disapproval of structures or variances to these covenants shall be submitted in writing to the seller/s or their designated representative. If the seller/s or their representative/s fails to respond to such submitted request within thirty (30) days from receipt thereof, or if no suit to enjoin any construction or violation is commenced within forty-five (45) days from such submitted request or prior to completion of construction, whichever is the greater, approval shall not be required.

**P. Duration:**

These restrictions are in affect with the aforementioned 10 acre parcel until January 1, 2035.

- Q.** All covenants and restrictions shall be binding upon the purchaser, successors, heirs or assigns.

1. Invalidation of any one of these covenants or restrictions by judgment of any court shall in no wise affect any of the other provisions which shall remain in full force and effect. Such restrictions may be changed only by William and/or Linda Blakely or any person/persons assigned to represent them.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
William D Blakely

\_\_\_\_\_  
Linda L Blakely