

**Declaration of Covenants, Conditions, and Restrictions****Preamble**

This Declaration of Covenants, Conditions, and Restrictions is made by Bruce Agness and Robert Timmer ("Declarant"), whose mailing address is \_\_\_\_\_.

**Recitals**

1. Declarant is the owner of all that certain real property ("the Property") located in \_\_\_\_\_ Cilleespia County, Texas, as described in Exhibit A attached hereto.
2. The Declarant has devised a general plan for the entire Property as a whole, 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 development plan.

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

**ARTICLE 1****Definitions****Developer**

- 1.01. "Developer" means Declarant and its successors and assigns who acquire more than one or more undeveloped Lots from Declarant.

**Lot**

- 1.02. "Lot" means any of the tract of land subdivided and sold out of the Property by the Developer.

**Owner**

- 1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner"

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includes contract sellers but excludes persons having only a security interest.

## **ARTICLE 2**

### **Residential Use**

2.01. All Lots shall be used for single-family residential purposes only. There shall be only one single-family residence per lot.

#### **Type of Buildings Permitted**

2.02. No building shall be erected, altered, or permitted on any Lot that exceed two stories in height. Any one-story residence constructed on a Lot must have a ground floor area of not less than 1500 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages, and any two-story residence must have not less than 2400 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than 75% brick, native stone, stucco, or log construction, and all exterior colors, textures, and materials of any additional structures on the Lot shall be compatible with that of the residence. Corrugated metal may be used only for roofing. No mobile home or manufactured home shall be placed on any Lot.

#### **Setbacks**

2.03. No building shall be located on any Lot nearer than 50 feet from any Lot line.

#### **Noxious or Offensive Activities Prohibited**

2.04. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

#### **Signs**

2.05. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent.

#### **Oil Development and Mining Prohibited**

2.06. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

#### **Salvage, Rubbish, Trash, Garbage, and Equipment**

2.07. No Lot shall be used or maintained as a dumping or storage ground for salvage, rubbish or trash. All garbage and other waste shall be kept in sanitary containers. All farm and ranch machinery and equipment kept on any Lot shall be maintained in working order.

#### **Sewage Disposal and Water Supply**

2.08. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of all public health authorities whose jurisdiction extends to the Property and all approvals from such authorities have been obtained. No individual water-supply system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of all public health authorities whose jurisdiction extends to the Property and all approvals from such authorities have been obtained.

#### **Animals**

2.09. All cats and dogs must be confined to their Owner's Lot. No boarding of animals is allowed. No hogs or pigs shall be kept on any Lot, *except for personal use + 4-H or FFA projects*.

#### **Fences**

2.10. Child-proof fencing is required around all swimming pools. No deer-proof fencing is allowed on the perimeter of any Lot. All fencing materials must be new when installed. The maximum fence height is 54 inches. No entrance gate shall be installed closer than twenty feet to the nearest edge of the roadway.

#### **Prohibited Activities**

2.11. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

### **ARTICLE THREE**

#### **General Provisions**

#### **Enforcement**

301. The Developer 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. 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.



### Severability

3.02. 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.

### Covenants Running With the Land

3.03. 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.

### Duration and Amendment

3.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 25 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 subject to termination by an instrument signed by more than 50 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 Owners. Neither any amendment nor any termination shall be effective until recorded in the real property records of Gillespie County, Texas, and all requisite governmental approvals, if any, have been obtained.


### Attorneys' Fees


3.05. 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.

### Liberal Interpretation

3.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 18 day of Oct, 2005.

  
 Declarant

  
 Declarant