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Kimble Oaks Ranch Subdivision Restrictions and Protective Covenants

Non-Commercial Use of Tracts None of said Tracts, or improvements erected thereon, shall be used for any purpose other than a private family residence with usual and customary building, such as, but not limited to, garages, guest cottages and servant's quarters. No Tract, or improvement thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a purchaser from retaining professional services of purely personal nature so long as such services do not attribute to the Tract the appearance of a commercial or non-residential use.

Architectural Control There is hereby established a Building Board which will determine if the plans and specifications for any structure on any Tract meet the requirements of these restrictions and determine the appearance, design and quality of the workmanship and materials are in harmony with the proper plan of development of the Subdivision and the Building Board. Plans and specifications shall, at a minimum, describe the building to be placed or constructed as well as the materials to be used on the exteriors.

Construction of Buildings and Other Structures All building and structures on each Tract shall be architecturally acceptable by the Building Board. No unpainted or fiberglass structure shall be placed on said Tracts for use as an accessory building. No tent or substandard structure of any character may be constructed or maintained by any said Tracts, nor shall ever any structure of temporary character be placed on a residence thereon. Storage of travel trailers is permitted provided it is not in a condition or location that adversely affect the value of the adjoining property.

Size and Type of Building No more than one single family residence shall be placed or constructed on any tract of land herein contracted or conveyed and no single family residences shall be constructed that contains less than 1000 square feet of living area. New Manufactured Dwelling Houses (or houses not more than five years old) of not less than one thousand (1000) square feet are permitted. These must have their tongues and axles removed, and be set on and permanently attached to permanent foundations. A Manufactured Dwelling House must be skirted with a 100% masonry skirting. Each category must also have a front porch which has been approved by the Building board. Minimum building setback lines from the roads fronting the tracts in Kimble Oaks Ranch shall not be less than one hundred (100) feet and not less than twenty (20) feet from the side tract lines and not less than fifty (50) feet from the rear tract lines.

from the back lines. There can be no variations from this paragraph unless permission is granted from the Kimble Oaks Ranch Building Board prior to construction.

Animals and Hunting No feed lots shall be allowed and specifically no swine shall be permitted in connection with a school project, Future Farmers of America or 4-H Club project. Household pet maintained in a sanitary and quiet manner. Livestock may be kept and maintained on said land and not to exceed One (1) animal unit for each two acres for horses and cattle and may not exceed One unit for each one acre for sheep and goats. No hunting of any type shall be allowed on property of less than ten (10) contiguous acres. Hunting shall be permitted on tracts wherein one property owner owns (10) or more contiguous acres. Any and all hunting must be done in full compliance with all state laws and regulations.

Sanitation and Sewerage No outside toilets will be permitted and no installations of any kind of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank discharges into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal may be installed without prior approval of the Building Board and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

Trash and Garbage No trash, garbage, construction debris or other refuse may be dumped or deposited on any tract. No building material of any kind shall be stored on any tract until the owner is ready to commence improvement, and then such material shall be placed within the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any tract. The Building Board shall determine noxiousness or undesirability and decision shall be final.

Signs No signs or advertising device may be displayed on any Tract except in the event of sales. There shall be one for sale sign with no more than five (5) square feet.

Subdivision No Tract, as that term is defined herein, may be re-subdivided by the purchaser or owner without the consent of the Developer in writing.

Separability of all Terms and Provisions If any terms or provisions of this instrument, or the application thereof shall be held invalid all other terms and provisions of this instrument, or the application thereof shall not be affected thereby. Nor shall any failure of the Building Board to seek enforcement of any term or provision constitute a waiver of my rights to do so in the future or the validity or enforceability of any term or provision.

Enforcement The developer and every other person, firm or corporation hereinafter having any interest in any Tract or parcel of land in this subdivision shall have the right to prevent the violation of said restriction by injunction or other lawful procedure and to recover any damages resulting from violation. Damages for the purpose of this paragraph shall include court costs and necessary attorney's fees.

Interpretation The right is expressly reserved to the Developer and its successors and assigns to interpret and all conditions, limitations and restrictions contained in these restrictions, but such right shall not be in prejudice to the rights of enforcement prescribed in the paragraph above.

Abatement and Removal Violation Violation of any restriction or condition or breach of any covenant contained gives the Building Board or its agents, in addition to other remedies. The right to enter the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said owner shall not be deemed guilty of any manner of trespass for such entry, abatement and removal.

Road Maintenance Purchaser hereby authorizes Developer and/or Assigns to improve roads used to the above referenced property and other property in Kimble Oaks Ranch Subdivision and to charge each property owner a fee of \$5.00 per acre, per year not to exceed \$75.00 per year. Such charge shall be assessed against Developer or Developer's Assigns. Such charge shall be made by direct billing to the owner. If purchaser refuses to make said payments, Purchaser hereby authorizes, at Developer's option, to deduct such charge from payments made by the purchaser, and any such charge so deducted shall be credited to the payment on the balance due on said purchase price, principle or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of the billing date) shall be a lien against the tract being conveyed, permitting Developer and/or Assigns such rights to enforce said charge as set forth in Sec. 51.002 of the State of Texas Property Code, as amended from time to time.

Property Owners Association At such time the Developer may determine at his sole determination that it is necessary to have a Property Owners Association, he shall have the Authority to notify each tract owner of the time, date and location of a meeting of such association to be held for the purpose of organizing a Property Owner's Association. A majority of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including Developer, attending or represented by written proxy at such meeting shall have one vote for each tract owned by such owner on all business to come before the meeting. The Developer shall have the power, authority and obligation to create and organize such association, as a non-profit corporation, or otherwise, develop and transfer and assign to the association the current balance of the road improvement and maintenance fund. Thereafter such association shall have the power, authority and obligation to maintain and improve the development and collect the road maintenance assessment. All such assessments upon any tract shall become the personal obligation of the owner of each tract and such association is hereby granted the right to place a lien on each lot to secure the payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time.

Perpetual easements are reserved along and within fifteen (15) feet of the rear line, front line and side lines of all tracts in this development for the installation and maintenance of poles, wires, downguys and other appurtenances for service of electric lines; and to trim any tree which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress and egress from said premises to employees and others maintaining said lines. Said easements shall also extend along any owners side and rear property lines within the boundaries of the tracts.

It is understood and agreed that it shall not be considered a violation of the provisions of this section if the wires or cables carried by such poles pass over some portion of said tracts within the 15 foot easement as long as such lines do not prevent the construction of buildings on any tracts in this development.

The above restrictions, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative by said Building Board or any person who may purchase or own any tract or parcel of land in Kimble Oaks Ranch.

No deviation of any kind shall be permitted from these restrictions and covenants unless permitted in writing from the Building Board.