

900871

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR 19 TRACTS OF LAND KNOWN AS WEST LIENDO RANCHES
IN WALLER COUNTY, TEXAS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLER §

THAT COACHMEN ESTATES, LLC, hereinafter called the Declarant, is the owner of certain property located in Waller County, hereinafter referred to as the "WEST LIENDO RANCHES" more particularly described in Exhibit A attached to these covenants and restrictions, does hereby establish, adopt, impose and set forth these certain conditions, covenants, protective provisions and restrictions, which shall be applicable to the said WEST LIENDO RANCHES and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said WEST LIENDO RANCHES, and upon the respective heirs, executors, administrators, devisees, successors and assigns of each such purchasers, grantee, owner or lessee. It is the intention of DECLARANT/OWNER COACHMEN ESTATES, LLC that WEST LIENDO RANCHES shall be maintained for residential, recreational, farming or ranching purposes in which the owners of the Tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential, recreational, farming or ranching uses and related matters are concerned, while at the same time assuring to every purchaser of a Tract or Tracts that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

WHEREAS, WEST LIENDO RANCHES consists of 284.629 Acres of land divided into Tracts by metes and bounds descriptions which COACHMEN ESTATES, LLC intends to offer for sale and will convey to purchasers such Tracts for the use as residential, recreational, farming and ranching, subject to certain protective covenants and restrictions as hereafter set forth in this document.

ARTICLE 1
GENERAL

1. **Definitions:** The following words, when used in the Declaration, unless the context requires otherwise, to reasonably fulfill the purpose of the Declaration, shall have the following meanings:

"Association" shall mean and refer to WEST LIENDO RANCHES COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation.

"Board" shall mean and refer to the Board of Directors of WEST LIENDO RANCHES Community Improvement Association, Inc.

"City" means the City of Hempstead, Texas.

"Conversion Date" shall mean and refer to the earlier of the following:

- (i) December 31, 2018
- (ii) Such earlier date as may be established by Declarant in a Supplemental Declaration to be recorded by Declarant.

"Declarant: means the present owner of all the land known as WEST LIENDO RANCHES, the declarant of this instrument, and Declarant's successors and assigns and shall include any person or entity to which Declarant may assign its rights and privileges, duties and obligations hereunder, which are and shall be assignable.

"Member" shall mean and refer to every person or entity that holds membership in the WEST LIENDO RANCHES COMMUNITY IMPROVEMENT ASSOCIATION, INC.; the Association.

"Owner" means the record titleholder of the fee simple interest to any Tract whether or not such holder actually resides on the Tract.

"Residence" means a single family dwelling that is the residence of the family residing therein. The living area for purposes of this instrument includes the heated and air conditioned space of said dwelling. The area of a residence, for the purposes of this instrument does not include attached or unattached garages, and does not include the living area of detached dwellings utilized as guest houses or housing for persons employed as farm, ranch or household employees unless a variance is granted by the Association.

"Residential Use" means for single family residential purposes.

"Special Assessments" means and refers to those assessments made by West Liendo Ranches Community Improvement Association, Inc. from time to time as provided under Section 4 of Article III hereof.

2. **Property Subject to Declaration:** The real property covered by the Declaration is described above as "The Properties". All of The Properties and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent Owner of all or any part thereof, is subject to this Declaration and the covenants, restrictions, charges and liens hereafter set forth, and additional properties may be added hereto in the following manner:
 - a. If Declarant or any other person, individual, firm or corporation is the Owner of any property which it desires to add to the plan of this Declaration, it may do so by filing of record a Supplemental Declaration, which shall extend the scheme of the covenants of this Declaration to such property, PROVIDED HOWEVER, that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplemental Declaration, and PROVIDE FURTHER, if property is added to the plan of this Declaration by any person, individual, firm or corporation other than the Declarant, the Association, acting through its Board of Directors, must give written consent thereto. Properties may be added to the scheme of the Declaration whether or not such properties are contiguous to the properties covered by this Declaration. Each Supplemental Declaration shall include a legal description of the property added and shall designate said area with the term "Section" followed by a numeral greater than one so as to differentiate each respective area from other areas within The Properties.

- b. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations, by operation of law, may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to The Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and established by this Declaration upon The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration pertaining to The Properties except as herein provided.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN WEST LIENDO
RANCHES COMMUNITY IMPROVEMENT ASSOCIATION, INC.

1. **Membership:** Each and every person, persons, or legal entity who shall own any Tract of land in The Properties, shall automatically be a Member of the Association, PROVIDED, that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member.
2. **Classes of Voting Members:** The Association shall have two classes of voting membership:

Class A. Class A Members shall be all of those Members described in Section 1 hereof with the exception of Declarant. Class A Members shall be entitled to one vote for each ten acres and a fractional vote for any acreage less than ten, owned.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to one vote for each acre of land owned by Declarant.

Voting rights may be assigned, in whole or in part, as such rights relate to a particular Tract, to a lessee holding a ground lease on such particular Tract.

ARTICLE III
ASSESSMENTS BY THE ASSOCIATION

1. **Covenants for Assessments:** Each purchaser of any Tract by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to a covenant to pay to the Association: (1) annual assessments or charges (as specified in Section 3 hereof); (2) special assessments for capital improvements (as specified in Section 4 hereof). All such assessments to be fixed, established and collected from time to time as hereinafter provided. The Declarant shall not be required to pay any such assessments but may do so voluntarily, at its sole discretion.
2. **Purposes of Assessments:** The assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the Tract Owners, and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

3. **Annual Assessment:** Each Owner of each Tract shall pay to the Association an annual assessment of \$50 per acre or portion thereof contained in such Tract payable in advance for each year, on the 1st of January of each year during the term hereof. In the event of any conveyance or transfer of any Tract, the proration of any prepaid assessment shall be the responsibility of the transferor and transferee, and under no circumstances shall the Association be liable for the refund of any assessment. The rate of annual assessment may be changed by vote of the membership of the Association, as provided in Section 5 hereof. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment of any year at a lesser or greater amount. The Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus.
4. **Special Assessments:** In addition to the annual assessments authorized by Section 3 hereof, the Association may, by vote of its Members as set out in Section 6 hereof, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement, and/or for carrying out other purposes of the Association as stated in its Articles of Incorporation.
5. **Vote Required for Change in Rate of Annual Assessment:** The increase or decrease in the rate of annual assessment as authorized by Section 3 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
6. **Vote Required for Special Assessment:** Special Assessments authorized by Section 4 hereof must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article II hereof, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
7. **Commencement Date of Annual Assessment:** The first annual assessment provided for herein shall commence on the 1st day of ownership by any person or entity other than Declarant. The amount of the Annual Assessment shall be prorated and collected for the balance of the current year and shall continue thereafter from year to year.
8. **Due Date of Assessments:** The assessments for each year shall become due and payable on January 1 of such year and shall be considered delinquent if not paid by January 31 of such year. The due date and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. Special assessments may be assessed annually, quarterly, monthly or at other times as fixed in the resolution authorizing such assessment.

9. **Owner's Personal Obligation for Payment of Assessments in Addition to Being a Lien on Any Tract:** The annual assessments and special assessments provided for herein shall be the personal and individual debt of the Owner of the Tract covered by such assessments. In the event of default in the payment of any such assessment, the Owner of the Tract shall be obligated to pay interest at the rate of eighteen percent (18%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including attorney's fees.
10. **Assessment Lien and Foreclosure:** All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 9 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Tract covered by such assessment, which shall bind such Tract in the hands of the Owner, and his heirs, devisees, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against said Tract, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed from a state or national bank, mortgage company, savings association, credit union, insurance company or other institutional lender for the purchase and/or improvement of the Tract in question. The Association, acting through its Board, shall have the power to subordinate the aforesaid assessment lien to any other lien. To evidence the aforesaid assessment lien, the President of the Board of the Association shall prepare a written notice of assessment lien (the "Assessment Notice") setting forth the amount of the unpaid indebtedness, the name of the Owner of the Tract covered by such lien and a description of the Tract. Such notice shall be signed by any member of the Board of the Association and shall be recorded in the office of the County Clerk of Waller County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth hereinabove, and may be enforced by non-judicial foreclosure of the defaulting Owner's Tract by the Association in the like manner as under a deed of trust (with power of sale) on real property subsequent to the recording of the Assessment Notice as provided above in accordance with law. In furtherance of the foregoing, and as security for the payment of said assessments, Declarant, on behalf of itself and all subsequent Owners of Tracts, hereby grants and conveys all of the Tracts, in trust, unto Paul R. Lawrence, as Trustee. In the event of default in payment of any assessment when due, it shall thereupon at any time thereafter be the duty of said Trustee, or his successor or substitute, at the request of any member of the board (which request is hereby conclusively presumed), to enforce this Trust; and after advertising the time, place and terms of the sale of the Tract or Tracts described in said Assessment Notice, and mailing and filing notices as required by law, said Trustee shall sell said Tract or Tracts then subject to the lien herein retained, at public auction in accordance with such notice. It is further agreed that in the event a foreclosure hereunder should be commenced by said Trustee, or his substitute or successor, such sale may be abandoned, and the Board of the Association may institute suit for the collection of any Assessment, and for foreclosure of this lien judicially; and it is further agreed that if the Board of the Association should so institute suit for collection thereof, and for foreclosure of the lien herein retained, that the Board may at any time before entry of final judgment said suit dismiss the same, and require said Trustee, his successor or substitute, to sell such Tract or Tracts in accordance with the provisions hereof. The Board of Directors of the Association in any event is hereby authorized to appoint a substitute trustee or a successor trustee to act instead of any trustee named herein without other formality than a designation in writing of a substitute or a successor

trustee signed by a member of the Board of the Association; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until all assessments hereby secured have been paid in full, or until all said Tracts are sold hereunder, and each substitute and successor trustee shall succeed to all the rights and powers of the original Trustee. The lien herein retained and created shall not be exhausted by any one or more sales of one or more Tracts, but shall continue as security for payment of all assessments at any time to become due hereunder. The Association shall have the power to bid on any Tract or Tracts being foreclosed.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

1. **Designation of Committee:** The Association shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by the Board of Directors of the Association. Until Declarant has sold all Tracts or until December 31, 2018, whichever is later, the appointment of members of the Architectural Control Committee must be approved by Declarant and any and all members of such committee may be removed by the Board of Directors or the Declarant without cause. After Declarant has sold all Tracts or such date, the Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.
2. **Function of Architectural Control Committee:** No improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of a Tract until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties or may impose fees to cover the cost of discharging its duties, enforcing design guidelines, enforcing of the covenants and restrictions, and enforcing Architectural Control Committee decisions. The fees associated with the foregoing shall be determined and apportioned from time to time by the Architectural Control Committee. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.
3. **Content of Plans and Specifications:** The plans and specifications to be submitted for approval shall include the following:
 - a. A site plan, including a topographical plat showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences, walls, water wells and septic systems.
 - b. Exterior architectural elevations.
 - c. Exterior materials, colors and textures.
 - d. Structural design.
 - e. Landscaping plan, including walkways, fences and walls (if permitted), elevation changes, watering systems, lighting, vegetation and ground cover.

- f. Parking area and driveway plan.
 - g. Vegetation screening, including size, location, and method.
 - h. Utility connections.
 - i. Plans and specifications for exterior illumination, including location and method of illumination of both sides of any driveway.
 - j. All job sites must have one portable toilet available for the construction crew and one large trash bin or cage located on the Tract and out of any road right of way.
 - k. The type, size and height of all mail boxes which shall be first approved by the Architectural Control Committee.
 - l. Plans and specifications for any boat docks or piers, including location and method of illumination, type or material and color.
4. **Definition of Improvement:** Improvement includes all buildings, and roofed structures, parking areas, fences, walls, hedges, mass plantings, poles, sidewalks, driveways, ponds, lakes, piers, boat docks, swimming pools, tennis courts, sports or play equipment, signs, changes in any exterior color or shape, glazing or re-glazing of exterior windows with mirrored or reflective glass, and any new exterior construction or exterior improvements, (in the estimation of the Architectural Control Committee) which exceeds \$500.00. Improvement includes the cutting or replacement of any trees in excess of six (6) inches in diameter as measured one foot above the ground surface. Improvement also includes both original improvements and all later changes and improvements.
5. **Basis of Approval:** Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of these protective covenants
6. **Failure of Committee to Act:** If the Architectural Control Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant in Article V hereof.
7. **Limitation of Liability:** Neither the Declarant, the Association, the Board, the Architectural Control Committee nor any of the members of such committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

8. **Enforcement:** The Architectural Control Committee 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. The owner, against whom any action is brought to enforce these covenants and restrictions, shall be responsible for and shall pay the reasonable expenses.

ARTICLE V USE RESTRICTIONS

The following shall be applicable to any and all construction, improvements, alterations or additions to any property located in WEST LIENDO RANCHES.

No Tract shall be used for any purpose except for single family residential, recreational, farming or ranching purposes. The term "residential purposes" as used herein shall be held and construed to exclude clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and also to exclude commercial, business and professional uses other than farming or ranching whether for homes, residences or otherwise, and the above described uses of the Tracts are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed in WEST LIENDO RANCHES. No building shall be erected, altered or placed on any Tract other than the following:

1. **Single Family Dwelling:** One (1) single family detached dwelling per five acres within the said individual Tract not to exceed three (3) stories, but not less than 2200 square feet on the first level of living area together with an attached or detached private garage (or carport), which such garage or carport shall be for garaging not less than two vehicles. All buildings may be occupied and will be considered as occupied by and as an integral part of the family occupying the main residence on the building site or by employees employed on the premises. All residential structures shall be constructed on a concrete foundation, pier and beam, or such other foundation approved by the Architectural Control Committee of the Homeowners Association, and must be 100% masonry on the front of the dwelling and all other exterior walls must be at least 30% masonry (including Hardi-Plank). The exterior color must be similar to and complement the design and overall plan of the other homes in WEST LIENDO RANCHES. All construction shall be completed within twenty-four (24) months of commencement of construction.
2. **Setbacks:** Single family dwellings shall be setback a minimum of 100 feet from the front property line and a minimum of 30 feet from the side Tract lines.
3. **Manufactured Homes:** No "manufactured" or mobile home or modular home shall be located upon, used, placed or erected on any Tract in the Property and used for a personal residence at any time. This shall not be construed to prohibit the use of prefabricated components such as tresses and wall panels. Personal travel trailers or motor homes may be kept on the Property but not used as a residence and must be screened from view from the public road.

4. **Barns and Outbuildings:** Tool sheds, barns or workshops for the personal, farming or ranching use of the Owner or occupant of such Tract, and his/her immediate family are permitted. The design and materials used in the construction of such tool sheds, barns or workshops shall be of the quality and suitability for structures for the purpose and design being erected. The materials to construct the tool sheds, barns or workshops shall be metal or wood. No used, "second" or reject grade exterior materials including but not limited to used materials including but not limited to wood, tin, metal, aluminum or plastic may be used in the construction of such structures. The exterior design shall be similar to and complement the design of the residential structure on that Tract. The tool sheds, barns or workshops shall not be constructed within 30 feet of the side tract lines or less than 100 feet from the front fencing. Living quarters with sanitary facility are permitted as part of the barn for ranch or household employees only.
5. **Fencing:** There shall be fencing on the front property line of all Tracts. Such fencing shall be constructed of treated lumber consisting of 1-1/4" x 6" deck boards mounted on 4" x 4" treated posts 6' feet long and set 7' feet apart. Posts shall be set in concrete 2' feet deep. The deck boards shall be secured to the treated posts by galvanized ring shank nails. The fence shall be stained dark brown on both sides. This front property line fencing shall be maintained by the West Liendo Ranches Community Improvement Association, Inc.
6. **Animal Husbandry:** Animals are limited to one large animal per acre (i.e. horses or cows, etc.). Fowl and rabbits are permitted. Owners may keep show animals of any description, if they are to be shown in any competition sponsored by a school, county fair association, 4H Club or Future Farmers of America organization. No swine or poultry shall be kept or temporarily penned and fed in commercial quantities or for commercial purposes on any Tract. No animal kept on any Tract shall be permitted to become a nuisance to any owner in WEST LIENDO RANCHES. All animals permitted herein must be kept within the owner's Tract by appropriate interior fencing.
7. **Nuisance:** No noxious or offense trade or activity shall be permitted upon any Tract, nor shall anything be done or kept thereon which is or may become an annoyance or nuisance, is illegal, dangerous or immoral or which shall have the effect of degrading the residential, recreational, farming or ranching environment of WEST LIENDO RANCHES, including but not limited to barking dogs.
8. **Garbage and Refuse Disposal:** No Tract shall be used or maintained as a dumping or storage area for rubbish trash or any toxic substance, and all household garbage or other waste shall be kept in sanitary containers. Each Owner shall, at such Owner's expense, dispose of each Owner's trash, garbage and other wastes in a timely manner. Waste shall not be placed for pickup more than 12 hours prior to the pickup time.
9. **Driveways:** All driveways shall be a minimum of 3 inches of gravel, caliche or crushed concrete from the street to the home. No dirt driveways are permitted. Concrete driveways are permitted so long as the concrete is 4 inches thick. Asphalt driveways are permitted with a 4 inch base and a 1 1/2 inch asphalt top.
10. **Vehicles:** Vehicles used for personal transportation and horse trailers may be in view of the street; however, all other vehicles, including but not limited to boats, motor homes, travel trailers, tractors and other farm equipment shall be screened from the public road while parked for more than 12 hours.

11. **Recreational Vehicles and Shelters:** Nothing herein shall be construed or held to exclude the use of recreational vehicles, including trailers, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreation, but not for residential purposes. No travel trailer, mobile home, motor home, tent or other camping shelter or any recreational vehicle shall be used for residential purposes, whether temporary or permanent. A travel trailer, mobile home, motor home, tent or other camping shelter or any recreational vehicle shall be deemed to be in use for residential purposes if the same remains occupied or is in a fixed spot on the land in excess of thirty (30) days, whether underpinned or not, except when stored properly out of view.
12. **Removal of Dirt and Excavation:** Except as required by construction, swimming pools, drainage work or conservation purposes, including lake or pond construction, the removal of dirt, stone, rock, gravel or other earthen material from any Tract for any purpose is forbidden, including but not limited to dirt, sand, rock, gravel pits or excavation of the same. Surface mining operations are forbidden.
13. **Water and Sewage Disposal Systems:** Water wells and septic tanks must be utilized and maintained on any Tract for the personal use of and at the sole cost, expense, risk and liability of the Owner or occupant of such Tract, the immediate family, and non-commercial invitees, but not for commercial purposes other than farming or ranching and all such systems must meet minimum specifications established by any governmental entity having jurisdiction or authority thereof.
14. **Abandoned or Junked Motor Vehicles:** No Tract shall have any abandoned or junked motor vehicles. An abandoned motor vehicle shall include without limitation any motor vehicle which does not bear a valid and current state inspection sticker or license plate and/or is inoperable for more than seven (7) days. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailer, or the like, shall be kept on any Tract other than in a garage, or other acceptable structure. Any such abandoned or junked motor vehicle shall be removed at the Owner's expense.
15. **Storage:** No Tract shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any Tract for residential, recreational, farming or ranching purposes.
16. **Sewage Facilities:** All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the requirements established by any governmental authority having jurisdiction thereof. All lavatories, toilets and bath facilities shall be completely installed and functioning and shall satisfy all governmental requirements before any residence is occupied. Portable, outside or surface toilets shall be permitted as required for construction purposes, or in accordance with construction permits.
17. **Tract Maintenance:** The Owners or occupants of all Tracts shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall not use any Tract for storage of materials and equipment except for normal residential, recreational, farming or ranching requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the Owner or occupant on any Tract in observing the above requirements, or any of them, and such default continues after ten (10) days written notice thereof, West Liendo Ranches

Community Improvement Association, Inc. and/or any of the Purchasers of Tracts from West Liendo Ranches Community Improvement Association, Inc. and/or its successors, assigns or agents, may, at option, without liability to the Owner or occupant of said Tract for trespass or otherwise, enter upon said Tract and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Tract in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Tract for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay the charges for such work immediately upon receipt of an invoice for such charges.

18. **Violations:** In the event a landowner is in violation of any restriction, condition or covenant herein, and said violation continues after ten (10) days written notice thereof, West Liendo Ranches Community Improvement Association, Inc. and/or any of the Purchasers of Tracts from West Liendo Ranches Community Improvement Association, Inc. and/or its successor, assigns or agents, may at its option, enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as trespass.
19. **Subdividing:** The Tracts of land in WEST LIENDO RANCHES may not be divided, subdivided or otherwise in any way broken into smaller parcels by any property owner without the prior written consent of the West Liendo Ranches Community Improvement Association, Inc. by an affirming vote of at least 60% of the votes entitled to vote thereon.
20. **Hunting and Firearms:** No hunting shall be allowed within WEST LIENDO RANCHES and any discharge of firearms is strictly prohibited.
21. **Roads and Road Maintenance:** All roads within the confines of West Liendo Ranches will be Private Roads owned and maintained by each landowner on which such road, lane or driveway is situated.
22. **Oil Development and Mining Prohibited:** No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Tract. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Tract. 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 Tract.
23. **Underground Systems:** An overhead electricity distribution system and telephone system have been installed or will be installed to serve each Tract in WEST LIENDO RANCHES. The Owner of each Tract, at the Owner's cost, shall furnish, install and maintain (all in accordance with the requirements of local government authorities and the National Electric Code) an underground service cable, any necessary telephone lines and appurtenances from the overhead electrical line installed to such Tract by the electric company to such point as may be required to serve the electrical and telephone needs of the Tract Owner in accordance with permitted uses of the Property. The companies furnishing either electric service or telephone service shall make all necessary connections at the property line. Each Owner, at the Owner's cost, shall install, furnish and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the residence constructed on the Tract.

ARTICLE VI
MISCELLANEOUS

1. West Liendo Ranches Community Improvement Association, Inc. or any other Owner shall have the right to enforce, by any proceeding at law or equity, all restrictions and covenants imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. **Notice:** All purchasers of property in WEST LIENDO RANCHES shall be notified of these restricted covenants and restrictions in accordance with law, but failure to receive a copy shall have no effect on enforceability as all Land owners are charged by Law with Notice of all covenants and provisions as such have been recorded in the real estate records of Waller County, Texas.
3. **Term:** The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Declarant and its successors and assigns and unless amended as provided herein, shall be effective for a term of twenty-five (25) years from the date the Declaration is recorded after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of the Declaration may be amended by the Property Owners in favor of such Amendment. Such Amendment to be effective must be approved by a vote of not less than 75% of all votes entitled to vote including Class A and Class B Members. It must be reflected by an instrument signed by not less than 75 percent of the Class A and Class B votes entitled to vote and recorded in the real estate records of Waller County, Texas. No amendment shall be effective until recorded in the Official Public Records, Waller County, Texas.
4. **Mediation/Arbitration:** In the event there is a dispute between the property owner and the Declarant relating to this instrument, its breach or the enforcement of same, the parties shall submit the dispute first to non-binding mediation to a mediator chosen by the parties. If the parties cannot agree upon a mediator, the parties shall submit the dispute to such mediation program operated by and according to the Rules of the American Arbitration Association. Such Association shall choose a Mediator that it deems appropriate. Mediation shall occur according to such rules and procedures then in effect. If any Party fails to appear, or if the matter does not settle, the matter shall proceed to binding Arbitration according to the Rules of the American Arbitration Association, except that if any Party objects, no arbitration shall occur and the Parties retain all legal rights. This does not prohibit any party from seeking relief through courts of law, such as, temporary or permanent injunctions.
5. **COACHMEN ESTATES, LLC's Liability:** COACHMEN ESTATES, LLC shall have no liability whatsoever for any act or failure to act pursuant to this Declaration except solely with respect to willful misconduct and acts of gross negligence.
6. **Enforcement:** The covenants, reservations, easements and restrictions set out herein are for the benefit of COACHMEN ESTATES, LLC, Owners and occupants of the Tracts, and their respective heirs, successors and assigns, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties.

7. **Severability:** The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way effect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.
8. **Governing Law:** These covenants and restrictions shall be construed pursuant to the laws of the state of Texas.
9. **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 Tract, and each Tract Owner.
10. **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, attorney's fees and costs.

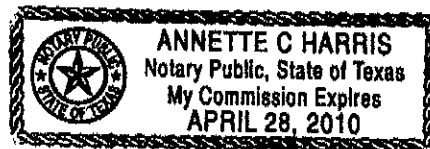
Executed this the 5th day of February, 2009.

COACHMEN ESTATES, LLC.

By: John Wiesner
John Wiesner, President

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority on 5th February, 2009 by John Wiesner, President of COACHMEN ESTATES, LLC, Owner and Declarant herein.

Annette C. Harris
Notary Public, State of Texas



FIELD NOTE DESCRIPTION OF 284.629 ACRES OF LAND OUT OF THE M. DONOHO SURVEY, A-117 AND THE JAMES RESON SURVEY, A-244, WALLER COUNTY, TEXAS, AND BEING OUT OF THE RESIDUE OF THAT CERTAIN CALLED 295.75 ACRE TRACT CONVEYED TO JDH REALTY GROUP, LTD., BY INSTRUMENT RECORDED IN VOLUME 644, PAGE 747 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, SAID 284.629 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a fence corner post found in pond for the Northeast corner of that certain called 12.68 acre tract recorded in Vol. 735, Pg. 335 W.C.D.R., said fence corner post also marks the Southeasterly corner of said called 295.75 acre tract and the herein described tract;

THENCE, South $88^{\circ}29'11''$ West, generally along a 4-foot high barb wire fence line, at 865.78 feet pass a fence corner post marking the Northwest corner of said called 12.68 acre tract and continuing a total distance of 958.00 feet to $5/8$ inch iron rod set in the proposed North right-of-way line of Jones Road for corner, said iron rod falling in the arc of a curve to the Left;

THENCE, Westerly, along the proposed North line of Jones Road, with said curve to the Left, having a radius of 331.48 feet, a central angle of $23^{\circ}16'11''$, an arc length of 134.63 feet and a chord bearing and distance of $N 80^{\circ}37'11'' W$, 133.70 feet to a $5/8$ inch iron rod set for the Point of Tangency;

THENCE, South $87^{\circ}44'44''$ West, continuing along the proposed North line of said Jones Road, a distance of 652.20 feet to a $5/8$ inch iron rod set for the Point of Curvature of a curve to the Right;

THENCE, Northwesterly, along the proposed Northeast line of said Jones Road, with said curve to the Right, having a radius of 97.13 feet, a central angle of $90^{\circ}27'43''$, an arc length of 153.35 feet and a chord bearing and distance of $N 47^{\circ}01'25'' W$, 137.92 feet to a $5/8$ inch iron rod set for the Point of Tangency;

THENCE, North $01^{\circ}47'33''$ West, along the proposed East right-of-way line of Jones Road, a distance of 5091.62 feet to a $5/8$ inch iron rod set in the proposed South right-of-way line of Whit Loggins Road for the Northwest corner of the herein described tract;

THENCE, North $88^{\circ}37'50''$ East, along the proposed South line of Whit Loggins Road, a distance of 1939.14 feet to a $5/8$ inch iron rod set for an angle point;

THENCE, North $64^{\circ}21'31''$ East, along the proposed South right-of-way line of Whit Loggins Road, a distance of 31.63 feet to a $5/8$ inch iron rod set for and angle point;

THENCE, North $88^{\circ}37'50''$ East, along the proposed South right-of-way line of Whit Loggins Road, a distance of 315.87 feet to a 5/8 inch iron rod set for the Point of Curvature of a curve to Right;

THENCE, Southeasterly, along the proposed Southwest line of Whit Loggins Road, with said curve to the Right, having a radius of 15.00 feet, a central angle of $85^{\circ}28'55''$, an arc length of 22.38 feet and a chord bearing and distance of $S\ 48^{\circ}37'42''\ E$, 20.36 feet to a 5/8 inch iron rod set for the Point of Tangency;

THENCE, South $05^{\circ}53'15''$ East, along the proposed West right-of-way line of Whit Loggins Road, a distance of 31.63 feet to a 5/8 inch iron rod set for and angle point;

THENCE, South $12^{\circ}55'37''$ West, along the proposed West right-of-way line of Whit Loggins Road, a distance of 46.51 feet to a 5/8 inch iron rod set for and angle point;

THENCE, South $05^{\circ}53'15''$ East, along the proposed West right-of-way line of Whit Loggins Road, a distance of 153.19 feet to a 5/8 inch iron rod set for an ell corner;

THENCE, South $89^{\circ}25'37''$ East, along the proposed South right-of-way line of Whit Loggins Road, a distance of 571.10 feet to a 5/8 inch iron rod set for an ell corner;

THENCE, South $00^{\circ}15'07''$ East, along the proposed West right-of-way line of Whit Loggins Road, a distance of 870.86 feet to a 5/8 inch iron rod set for and angle point;

THENCE, South $00^{\circ}09'41''$ West, along the proposed West right-of-way line of Whit Loggins Road, a distance of 926.59 feet to a 5/8 inch iron rod set for an ell corner;

THENCE, North $78^{\circ}26'55''$ East, along the proposed South right-of-way line of Whit Loggins Road, a distance of 104.49 feet to a 5/8 inch iron rod set in the West line of that certain called 119.96 acre tract recorded in Vol. 866, Pg. 18 W.C.D.R. for corner;

THENCE, South $01^{\circ}54'07''$ West, along said West line, a distance of 621.69 feet to a 5/8 inch iron rod set for the Northeast corner of a proposed 2.500 acre Drill Site;

THENCE, South $87^{\circ}49'55''$ West, a distance of 330.83 feet to a 5/8 inch iron rod set for the Northwest corner of a proposed 2.500 acre Drill Site;

THENCE, South $01^{\circ}54'07''$ West, a distance of 330.00 feet to a 5/8 inch iron rod set for the Southwest corner of a proposed 2.500 acre Drill Site;

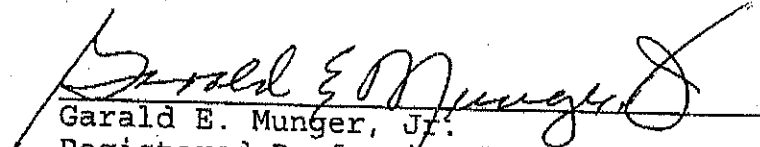
THENCE, South $87^{\circ}49'55''$ West, along a North line of said called 119.96 acre tract, a distance of 643.73 feet to a 5/8 inch iron rod set for an interior corner of the herein described tract;

THENCE, South 00°22'25" West, along the Westerly line of said called 119.96 acre tract, a distance of 1024.02 feet to a point in the center of a 36" Oak Tree for an angle point;

THENCE, South 01°29'17" East, along the Westerly line of said called 119.96 acre tract, a distance of 1166.77 feet to the POINT OF BEGINNING and containing 284.629 acres of land, more or less.

CENTURY ENGINEERING, INC.

Dated this 2nd day of December, 2008


Gerald E. Munger, Jr.
Registered Professional Land Surveyor No. 3438



CEI JOB NO. 07051-01.00
(QW06) SV 07051G.T

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FILED FOR RECORD

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CHERYL PETERS
COUNTY CLERK
WALLER COUNTY, TX
Stephaine Rompkins DEPUTY

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71.00 pd

LAWRENCE, BACA

ATTORNEYS AT LAW

5225 KATY FREEWAY, SUITE 350

HOUSTON, TEXAS 77007

THE STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



Cheryl Peters
County Clerk, Waller County, Texas