



70 2014 14034812

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666

Instrument Number: 2014-14034812

As

Recorded On: November 25, 2014

OPR RECORDINGS

Parties: D & W VENTURES LLC

Billable Pages: 5

To LIBERTY RIDGE SUBDIVISION

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

OPR RECORDINGS	42.00
Total Recording:	42.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-14034812
Receipt Number: 383068
Recorded Date/Time: November 25, 2014 01:31:51P
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User / Station: P Gomez - Cashiering #6

Record and Return To:

D & W VENTURES
BACK TO CUSTOMER
SAN MARCOS TX 78666



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and
time stamped hereon and was recorded on the volume and page of the named records
of Hays County, Texas

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk

Declarations of Easements, Covenants and Restrictions for Liberty Ridge Subdivision

THAT, WHEREAS, REX N. WEBB and PARLEY R. DIXON, acting as managers of D&W Ventures, LLC, owner of Liberty Ridge Subdivision, hereinafter called "Declarant", is the owner of all that certain real property located in Hays County, Texas, described as follows:

LIBERTY RIDGE SUBDIVISION, a subdivision of Hays County, Texas, according to the plat thereof, recorded in Volume 18, Pages 38 and 39, Plat Records of Hays County, Texas.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the purpose of protecting the value and desirability of and which shall run with the real property, any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof. The Real Property described hereinabove shall hereinafter be referred to and known as "LIBERTY RIDGE SUBDIVISION", which shall hereafter be subject to the following:

A. LAND USE

1. All lots in LIBERTY RIDGE SUBDIVISION are restricted to the construction of residential dwellings and appurtenant structures as provided herein, however, nothing herein shall be construed to prohibit or prevent persons living in the subdivision from conducting or operating any lawful service business or enterprise from their residences as long as such business or enterprise does not create an annoyance or nuisance to other property owners. Persons operating such home-based businesses or enterprises shall be permitted to place a non-illuminated sign no greater than 3' X 5' and no higher than 4' at its highest point on their lots and on roadways within or adjacent to the subdivision, as permitted by law, indicating the name and nature of their home-based business and maintained in good condition. Any business or enterprise undertaken on a residential lot may not cause any unsightly conditions, debris, noise, or traffic on shared access beyond the normal use as a residential lot.
2. Fencing must be constructed in a sightly manner constructed of quality materials designed for the express purpose of fence construction or of rock, wrought iron, wood with iron mesh infill, steel pipe.
3. No animals or fowl shall be permitted other than those types of animals or fowl normally found on rural property which are raised for personal family use and/or pleasure. Permitted types of animals shall include horses, cattle, goats, sheep, chickens, ducks, rabbits and household pets. Feed lot operations and overgrazing are prohibited. Any animals must be kept in sightly, clean, sanitary and odorless condition with enclosures and fencing suitable for the type. Fowl shall be limited to four (4) per type per acre and shelter for these animals shall not visible from the road, a minimum of fifty

feet from the side property line, and neatly maintained. The cumulative total of cattle and equine shall be limited to Two every five acres. Any and all animals, including household pets, require appropriate fencing to confine them to their lot. No animal shall be permitted until the appropriate fencing is complete.

4. No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, materials, inoperative automobiles, or machinery, or other unsightly storage of personal property be permitted.
5. No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance, and light pollution. No activity permitted that shall be a nuisance to the neighborhood or violate county or state nuisance laws.
6. The discharge of firearms and hunting with a shotgun or bow shall be permitted provided no projectile leaves the lot from which it originated, with the exception of birdshot, and it doesn't cause a nuisance to neighboring lots.
7. No residence shall be erected on any part of said property or building site having less than a floor space of 1,800 square feet of livable area in main building.
8. All buildings erected on the premises shall be of new construction and materials. No buildings of old materials may be moved into said subdivision.
9. It is the intent of the undersigned that all dwellings and other structures have a neat and attractive appearance. It is also contemplated that dwellings be of traditional country mode and not modern looking facilities which would look out of place in rural surroundings or of bright colors that contrast with the general appearance of typical rural dwellings and a rural landscape. No metal walls or walls of temporary sheeting or metal siding will be allowed. The entire exterior walls of all dwelling units or other buildings hereafter constructed must be completed within one year after the commencement of work thereon or the placing of materials therefore on said property, whichever occurs earliest and in connection therewith it is understood that by the use of the word completed, it is also meant the finishing of all such exterior walls.
10. No more than one main residence and one guest house or "mother-in-law house" shall be erected per each lot.
11. No sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body; all septic tanks must conform to the regulations of the State and County concerning septic systems. Inspection and certification by each of the foregoing named regulatory governmental entities shall be required only if any individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body for compliance purposes hereunder.
12. No tents, campers or trailers shall be used on any of the property for residential purposes, on a temporary or permanent basis. No pre-manufactured, modular, or any

- other structure not built on site shall be permitted. Greenhouses are permitted if kept in neat and clean appearance.
13. All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage, and other waste shall be kept in sanitary containers. Waste placed by the roadway for pickup shall be in containers and must be removed within one week of placement. No storage of equipment, lumber, materials shall be permitted such that it is visible from any other lot.
 14. No structures used for storage purposes shall be erected or placed upon any parcel which will be visible from any roadway, unless placed within the most rear 1/3 of the parcel, that being the portion farthest from any roadway or completely out of sight from any roadway. All storage structures shall be neatly maintained and constructed of materials similar in type and appearance to the domicile. No pre-engineered metal buildings shall be permitted except in such a way that the exterior siding is congruent with the domicile. No exposed exterior metal siding is permitted.
 15. Each property with a domicile shall be required to maintain a rainwater collection system utilizing a tank with a minimum capacity of 2,500 gallons which shall be used for either potable or non-potable purposes.
 16. No lot or portion thereof may be used to access any other adjoining property not included in the original eight lots in the Liberty Ridge subdivision.
 17. Lots may not be further subdivided into smaller lots.
 18. In an effort to prevent the spread of oak wilt, any time any oak tree is cut, scarred, or damaged whether by actions of persons or acts of nature the landowner must immediately paint any wounds or cuts to the tree and no oak wood may be brought in to the neighborhood that has been infected with oak wilt. All land owners must comply with the latest science and research for best practices for the prevention of oak wilt.

B. LANDOWNERS' AGREEMENT

At such time as seventy five percent (75%) of the lots have been sold and conveyed by Declarant, a Property Owners Association shall be created to be made up of the owners of the property within the LIBERTY RIDGE SUBDIVISION. A governing board of at least three (3) officers shall be elected by the owners within the subdivision. Election of officers shall be made annually. The initial Association shall require the approval of a majority of the votes of property owners. Amendment of the by-laws shall require three-fourths (3/4) vote of the property owners with one vote per lot.

The Property Owners' Association shall have the authority to serve as the Architectural Control Committee, as hereafter established at such time as all of the property within the subdivision has been sold by Declarant. Declarant shall serve as ACC if a landowner contemplates a structure prior to 75% of lots being sold.

The Property Owners of lots 2, 3, 4 & 5 shall be responsible for equally contributing to the maintenance and upkeep of the entire length of the shared access driveway. The shared access driveway must be kept in condition suitable for travel and access by property owners, visitors, and emergency vehicles at all times. Owners will obtain at least 2 bids for any repair and agree by majority vote on which bid to accept. Acceptance of bid shall be determined by best value. Failure to pay appropriate costs within 10 days of receipt of invoice for materials and/or labor entitles the seller and/or lot owners to pursue their legal rights to reimbursement of costs related to non-payment which may include a lien against the property and any legal fees associated with the collection thereof of the non-paying owner. Interest shall be charged on any unpaid balance at a rate of 10% per year compounded monthly.

Property Owners shall be financially responsible for any damage caused by the diversion of the natural flow of storm water to any common or individual property per Texas Water Code Chapter 11.

Property Owners shall be financially responsible for any damages or adverse conditions impacting neighboring lots resulting from actions by themselves, any guest, or contractor performing services on their property.

Every owner of a tract within the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a tract.

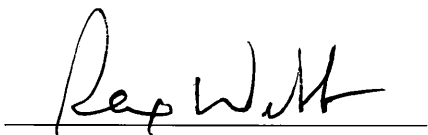
HOA Fees: An annual fee of \$10 is due at the first of every year. These fees are collected for the use of, but not limited to, possible and future filings, attorney fees, and other necessary unforeseen legal procedures. The annual fee can be changed by a simple majority vote of all landowners.

These restrictions will be in good standing and valid until otherwise amended, where at such time proper documents will be recorded with Hays County to acknowledge such amendments.

C. CONSTRUCTION AND ARCHITECTURAL CONTROLS

- a. Architectural Control: No structure, building, fence or driveway shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structures has been approved by the Architectural Control Committee as to quality of workmanship and as to location with respect to topography and finish grade elevation. The members of The Architectural Control Committee shall consist of the officers of the Owners Association.

- b. All dwellings, exclusive of open porches, garages, carports and patios, shall be of at least 1800 square feet.



Rex Webb: Acting Manager for
D&W Ventures, LLC



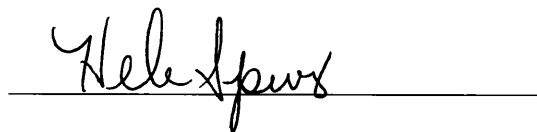
Parley Dixon: Acting Manager for
D&W Ventures, LLC

State of Texas

County of Hays

This instrument was acknowledged before me on 11-20-14 by Rex Webb and Parley Dixon acting Managers of D&W Ventures, LLC.

(Personalized Seal)



Notary Public's Signature