

RES 8 PGS 201106357

THE RANCHES AT DOUBLE HORN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE RANCHES OF DOUBLE HORN (BURNET COUNTY, TEXAS)

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BURNET

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WHEREAS, J & R Development, Inc. ("Developer and Declarant"") Is the owner and developer of The Ranches at Double Horn, located in BURNET County, Texas (the Subdivision") according to the recorded plat ("Plat") executed by J & R Development, Inc., which Plat was recorded in 201103735 of the Plat Records of BURNET County. Texas; and

WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing land (hereinafter referred to as "Tract" or "Tracts) in the Subdivision to place covenants, conditions and restrictions thereon designating and describing the manner and for what purposes Tracts in the Subdivision may be used, which purposes are to be effectuated by this Declaration of Covenants. Conditions and Restrictions (the "Restrictions"); J & R Development, Inc will remain the declarant of Ranches at Double Horn for 10 years from the recording of these covenants and restrictions.

NOW, THEREFORE. Developer hereby establishes the Restrictions of the Subdivision to be covenants running with the land binding upon and inure to the use and benefit of itself, its successors and assigns and to purchasers of Tracts in the Subdivision and as herein provided, and in accordance with the provisions hereof, for the use and benefit of purchasers of Tracts in adjoining property which has been, or may developed and sold by Developer and made a part of the Subdivision.

1. LAND USE AND BUILDING TYPE

- a. Each and every above-referenced residential Tract in The Ranches at Double Horn, shall be used for residential purposes only, and no dwelling shall be erected, altered, placed or permitted to remain on any Tract in said Subdivision other than two detached single-family dwellings, along with accessory buildings appropriate to single-family occupancy, except that, as to any specific areas, Developer may in its sole and absolute discretion, permit other improvements and uses.
- b. Any dwelling constructed or erected on Lots 1-12 in the Subdivision shall be of new materials. Lot 13-20 may be allowed to have modular or mobile homes(up to 2 dwellings) on them. All Tracts within the Subdivision shall be improved and used solely for single-family residential use.

- c. Residential homes on lots 1-12 shall have a minimum of one thousand hundred(1000) square feet of climate controlled area. Each single-family residential structure on Lots 1-12 shall have a minimum one car garage either attached or detached. Any structures commenced on the subject Property shall be completed with reasonable diligence, a maximum of 18 months on lots 1-12 from the start of construction and no building material of any kind shall be placed or stored on the subject Property until the Owner is ready to commence construction.
- d. The exterior of all site-built single-family residences on Lots 1-12 shall be constructed of masonry (brick, stone or stucco) or a hardie plant, which is a lightweight concrete product. All homes shall contain a mix of these items or a single item.
- Barns and outbuildings on Lots 1-12 must be constructed of new materials(including metal) and be placed on the Tract In such a manner so as not to be detracting from the residential character of the property.
- f. Streets shown on the Plat (50 foot total easement) shall be set aside as county roads, drainage, utility easements, common use of ingress and egress to all Tracts, and for the entrances to the Subdivision.
- g. Fencing may be constructed of stone, wrought iron, cedar rails, vinyl covered wood rail fencing white, tan or brown in color, vertical board, goat wire or barbed wire.
- h. The declarant is authorized in its sole discretion, to grant a deviation from the requirements of these restrictions.

2. LEGAL

a. Each contract, deed, deed of trust or other instrument which may be hereafter executed with respect to any Tract situated within the development shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any of such terms and provisions are set forth therein or referred to therein.

3. Subdivision

a. Developer has subdivided the land into Tracts according to the Plat thereof recorded in the Plat records of Burnet County, Texas, to which Plat an its record reference are made in paragraph of this document, for all purposes.

4. Easements

a. Utilities and Drainage Easements. Access easements for installation and maintenance of utilities as needed by utility suppliers and drainage facilities as noted on the Plat. Ten feet(10) along each road way and five feet(5) on each side of lot lines for electrical. Additionally, utilities may be extended as necessary from the utility easements through any building setback designations (50 feet from each property line) to provide utilities to homes and outbuildings.

- b. Drainage Easement Maintenance. The drainage easement Identified on the Plat as D.E. shall be maintained in its native natural state. Each owner shall be responsible for maintaining the area on their Tract designated as a drainage easement and keep it clear of debris. No improvements such as dams, waterfalls or water features of any kind will be permitted within the drainage easement except those improvements erected by the Developer.
- c. Liability. Neither the Developer nor its successors or assigns using said easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the landowner situated on the land covered by said easements.
- d. Setbacks. Setback lines are established by the Plat.

5. GENERAL

- a. All improvements and personal property placed upon any Tract shall be kept at all times in a sanitary, healthful and attractive condition, in good repair and adequately maintained.
- b. Each Tract shall be used primarily as a residence for a single family and for no other purpose.
- c. No building or residence of any kind shall be located on any Tract closer to any property boundary line than the setback line designated on the Plat. No vehicles, trailers, equipment or similar property shall be parked or placed on any Tract closer to any property boundary line than the setback line(50 feet from the property line) and will be placed in an enclosure or in an area out of view from any street.
- d. All septic tanks, grease traps, field lines or single home waste disposal systems shall be installed in accordance with the then current rules and regulations of BURNET County.
- e. No junk automobiles (those not in running condition or not currently licensed and Inspected) may be kept on any Tract in the Subdivision.
- f. No commercial sign or advertising of any business of shall be displayed to the public view, except for signs which are part of Developer's overall marketing plan for the Subdivision. Owners may erect small identification signs with their names and address.
- g. No structure of a temporary character-trailer, tent, or shack shall be placed or erected on a Tract at any time prior to construction of the permanent residence.
- h. No rubbish, trash, garbage, manure, debris or other waste material shall be kept, dumped, placed or permitted on any Tract within the Subdivision except in sanitary containers located in appropriate areas concealed from public view. Dumpsters must be utilized during the construction phase of the home, which shall be regularly maintained. Job site debris is to be picked up off the Tract on a daily basis. A portable toilet facility is required at the job site until construction is complete, which shall be maintained and serviced by

- a certified sanitary service company.
- No commercial business of any kind shall be conducted on or from any single-family residential Tract.
- j. Propane tanks must be buried or screened from the street.
- k. No noisy noxious or offensive activity shall be carried on, in or on any Tract within the Subdivision.
- I. No pigs, hogs, swine may be kept, maintained, or cared for on any Tract. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and domestic pets must be confined to a leash if outside the property boundary lines of the owner's Tract. Kennels or breeding operation will be allowed with a maximum of up to 8 dogs. No animal shall be allowed to run at large, and all animals shall be kept within approved enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times.
- m. No automobile, camper, recreational vehicle, boat, boat trailer, house trailer or other vehicle or other obstruction shall be placed or parked on any road or street, said roads and streets being for the principal purpose of providing lngress to and egress from Tracts within the Subdivision.
- n. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations easements, covenants, conditions or restrictions herein contained, enforcement shall be authorized by any proceeding at law, or any failure to comply with same shall be subject to legal proceedings.
- o. See County Ordinance #240.022 concerning firearms.
- p. The Restrictions hereunder are for the benefit of the entire Subdivision and shall be binding upon the purchasers, their successors, heirs and assigns. Invalidation of anyone of the Restrictions by a judgment of any court shall in no way affect or Invalidate any of the other provisions hereof. These Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Restrictions are recorded, after which said Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by ninety percent (90%) of the then owners of Tracts in the Subdivision has been recorded, agreeing to change said Restrictions in whole or in part.
- q. As used herein, the words "Developer" or "Declarant" mean The Ranches at Double Horn

6. RESUBDIVISION

a. No Tract in the Subdivision may be further subdivided.

7. DRIVEWAYS

Driveways shall be a minimum of twelve feet (12') wide in the right of way,

and constructed of asphalt or concrete only in the right of way. A dip-style driveway or a culvert of adequate hydraulic capacity so as to not restrict drainage flow must be installed at each driveway entrance if required. Road base or gravel is to be used as a driveway. A three-inch (3") rock at the driveway entrance to keep mud and debris off of the streets is required during construction.

8. TERM

These Restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Restrictions are recorded with the County Clerk of BURNET County, Texas, after which time such Restrictions shall be extended automatically for successive periods of ten (10) years, unless an Instrument signed by ninety perent (90%) of the then owners of the Tracts has been recorded, agreeing to change such Restrictions in whole or in part or to revoke them.

9. ADDITIONS TO EXISTING PROPERTY

The Developer may add or annex additional Tracts or sections from time to time and at anytime to the scheme of these Restrictions by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such property.

10. ENFORCEMENT

Enforcement of these Restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any Restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any Tract in the Subdivision, by the Declarant. Failure to enforce any Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11. SEVERABILITY

Invalidation of anyone of these Restrictions by judgments or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

EXECUTED on this 22011

THE RANCHES AT DOUBLE HORN, Ltd,
a Texas limited liability company
By: J&R DEVELOPMENTAINC.,
A Texas corporation, its Managing General Partner
- Complete the contraction of th
By: Russell Parker, its President
THE STATE OF TEXAS §
TARIO
COUNTY OF BURNET §
This instrument was acknowledged before me on this the day of
Melisea De Jando
Notary Public, State of Texas
(seal)
MELISSA DELGAUDIO MY COMMISSION EXPIRES April 29, 2014

CONSENT OF MORTGAGEE

by a deed of trust covering to Official Records of Bastrop C RANCHES AT DOUBLE HORN	BANK, as the owner and holder of indebtedness secured he Property, of record as Documents #, County, Texas, does hereby join in the execution of this THE SUPPLEMENTAL DECLARATION TO COVENANTS, IONS for the purpose of evidencing its consent hereto.	
Executed this <u>23</u>	day of August, 2011.	
	HOTIZON POOK BANK	
	By: Jarelly	
	TAMES E. DYESS, CED [printed name & title]	
THE STATE OF TEXAS TRAVIS COUNTY OF BURNET §	§ §	
This instrument was acknowledged before me on this the 23 day of due to the day of d		
	Houzon Bank, on behalf of said entity.	
Les hanie Rubbarel		
(seal)	Notary Public, State of Texas	
STEPHANIE INCHELLE (MODELANCI)		

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Janet Parker

201106357

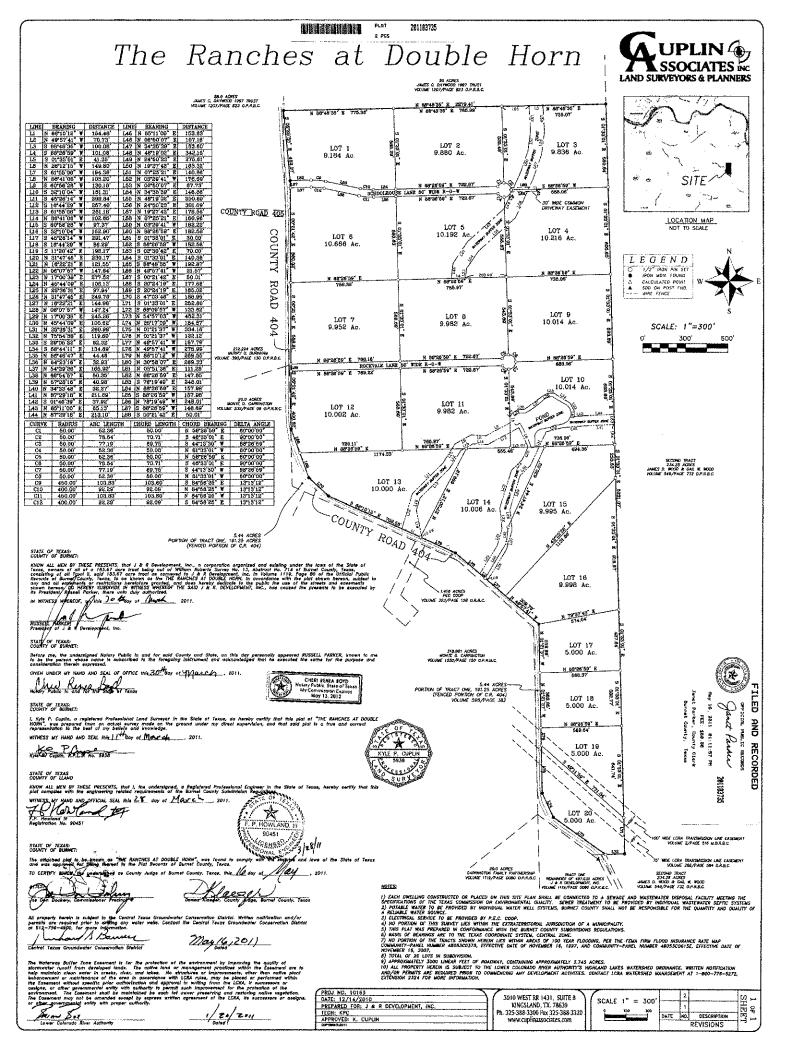
August 25, 2011 03:08:28 PM

FEE: \$40.00

Janet Parker, County Clerk

Burnet County, Texas

The second s



TAX CERTIFICATE

Certificate # 903473210

Issued By:

05/16/2011

BURNET CENTRAL APPRAISAL DIST (512) 756-8291 P O BOX 908/223 S PIERCE **BURNET, TX 78611**

Property Information

Property ID: 69606 Geo ID: B0714-0000-00014-200

Legal Acres: 180.5960

Legal Desc: ABS A0714 WM. ROBERTS,TRACT ABSTS 714,264,

BEINGS TR 1 & 2,180.596 ACRES

E HWY 71 TX

Situs:

DBA:

Exemptions:

Owner ID: 36758 100.00% PARKER RUSSELL & JEANNE CHILDRENS TRUST

8106 CHALK KNOLL DR AUSTIN, TX 78735-1701

For Entities Value Information BURNET COUNTY CO SPECIAL, ROAD & BRIDGE

MARBLE FALLS ISD WATER CONSERV DIST OF CENTRA

improvement HS: 0 Improvement NHS: 0 Land HS: 0 Land NHS:

Productivity Market: 686.265 Productivity Use: 15.062 15,062 Assessed Value

Property is receiving Ag Use

Gurrent/Delinquent Taxes

This document is to certify, that after a careful check of the tax records of this office, the following current or delinquent taxes, penalties, and interest are due on the property for the taxing entities described above.

Taxable Tax Due Disc./P&I Attorney Fee Total Due 0.00 0.00 0.00 Totals: 0.00

Outstanding Litigation Fees Fee Date Fee Description

Amount Due TAX CERTIFICATE 10.00

Total Fees Due:

10.00 10.00

Effective Date: 05/16/2011 Total Due if paid by: 05/31/2011

Tax Certificate Issued for: Taxes Paid in 2010 **BURNET COUNTY** 49.75 CO SPECIAL, ROAD & BRIDGE 5.86 MARBLE FALLS ISD 194.30 WATER CONSERV DIST OF CENTR 1.63

If applicable, the above described property is receiving special valuation based on its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this document.

This certificate ages he blear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

MINET CENT \$21.Q5\};

> Date of Issue: Requested By:

05/16/2011

Fee Amount:

CUPLIN & ASSOCIATES INC

10.00

Reference #:

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