

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SOUTHWICK RANCH SUBDIVISION**

STATE OF TEXAS

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COUNTY OF BLANCO

§ KNOWN ALL MEN BY THESE PRESENTS

This declaration made on the date hereinafter set forth by Southwick Development, LLC, a Texas Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Blanco County, Texas, containing 98.89 acres more or less, known as Southwick Ranch, and being more fully described on the map and plat recorded in _____, of the Map and Plat Records of Blanco County, Texas hereinafter referred to as "Subdivision,"

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Subdivision in order to establish a uniform plan for its development, insure the use of the subdivision for primarily agricultural or residential purposes, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts within the Subdivision, and to promote the health, safety, and welfare of the residents within the Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Subdivision, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

**ARTICLE I
DEFINITIONS**

Architectural Control Committee or ACC. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Section 3.01 hereof.

Association. "Association" means and refers to the Developer until such time that a Property Owner's Association is created by the Developer, or voluntarily created by majority Owner's vote but only after the Control Transfer Date.

Board of Directors. "Board of Directors" shall mean the Members selected by the Developer to be the Board of Directors for the Association.

Control Transfer Date. "Control Transfer Date" shall mean the earlier date of: 1.) Developer no longer owns any part of the Subdivision; 2.) Developer, in its sole discretion, voluntarily relinquishes control of the ACC or Association as set forth; 3.) After seventy five percent (75%) of the Tracts created and made subject to this Declaration are conveyed to owners other than Developer.

Developer. "Developer" means and refers to Southwick Development, LLC, a Texas Limited Liability Company, its successors and assigns.

Improvement. "Improvement" means every structure and all appurtenances of every type and kind. The term "Improvement" excludes the interior of each residence, guest quarters, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

Member. "Member" means and refers to current Owner(s) of a Tract in the Subdivision.

Owner. "Owner" or "Tract Owner" means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Tract(s), excluding lien holders.

Plat. "Plat" means and refers to the plat of Southwick Ranch Subdivision filed on _____, 2019, in _____, of the Map and Plat Records of Blanco County, Texas.

Road or Road Easement. Road means road property, or any road easement located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

Tract or Lot. "Tract" or "Lot" means the individual tracts of land or lots identified on the Plat or any amendments thereto.

ARTICLE II USE RESTRICTIONS FOR TRACTS

2.01 Property Subject to Restrictions. The Subdivision, including all the individual Tracts on the Plat, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

2.02 Road Easement. A road easement as shown on the Plat measuring sixty feet (60') in width is reserved in favor of the Tract Owners (including their guests, invitees, and tenants) for the purpose of granting the Tract Owners ingress and egress to and from their Tracts. Tract Owners shall not take any action which would prevent other Tract Owners from using the road easement.

2.03 Re-plating and Subdividing. No Tract may be re-platted or subdivided into smaller tracts.

2.04 Usage. Except as specifically set forth in these Restrictions, all Tracts shall be used primarily for agricultural or single family residential purposes only, with the exception of certain secondary light commercial uses as defined in section 2.05. Except as expressly permitted herein, only one single family residence for each Tract is permitted. No commercial feedlots or commercial poultry shall be operated on the property. Livestock and exotic animals in numbers that do not overburden the property are permitted, excluding pigs and hogs. Chickens shall only be allowed so long as such birds are kept in a coup and at a maximum of twenty (20) birds per tract.

2.05 Light Commercial Use. Light commercial use is recognized as activity for profit that does not impact the Tract's primary use of agricultural or single family residential, and does not cause an unreasonable amount of disturbance or nuisance to other Tract Owner's in the subdivision.

2.06 Minimum Square Footage. Every Tract in the Subdivision shall have a required minimum square footage for the main residence of at least one thousand eight hundred (1,800) square feet of living area, excluding porches, garages and storage areas.

2.07 Guesthouses, Barns, Workshops & Storage Buildings. One guesthouse may be built upon each Tract provided the guesthouse contains no less than five hundred (500) square feet and is located to the rear of the main residence. A permanent barn, workshop or storage building shall also be allowed provided it is located to the rear of the main residence.

2.08 Guesthouses or Barns as Temporary Living Space. Guesthouses and/or guest quarters located inside of a barn shall be allowed and may be used as the Tract Owner's "weekend getaway" prior to construction of the main residence, or as a temporary residence during the construction of the main residence, so long as the guesthouse or guest quarters are not used as the Tract Owner's permanent residence.

2.09 Prefabricated or Mobile Homes. No prefabricated structures, trailers, or mobile homes of any kind are permitted to be located on any Tract.

2.10 Temporary Structures and Use of RVs. No structure of a temporary character, whether trailer camper, motor home, recreational vehicle (RV), tent, or other structure shall be used on any Tract as a residence, either temporarily or permanently. Prior to the construction of a residence on a Tract, an Owner may use a trailer camper, motor home, recreational vehicle (RV), or tent for camping purposes no more than thirty (30) days per year.

- 2.11 Storage of Farm Equipment, Trailers, RVs and Boats. All farm or ranch equipment, trailers, RVs, boats, and other on or off-road vehicles or similar items shall be stored in enclosed structures or reasonably screened from view from the Subdivision road. There will be no storage of any vehicle until the main residence, barn, workshop, or storage building able to screen or house these vehicles has been constructed on the property.
- 2.12 Construction Time. There is no required timeline to start building, however, once construction of any Improvement begins it shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.
- 2.13 Height Restrictions. No Improvement shall be erected, altered or placed on any Tract which exceeds thirty-five feet (35') in height (measured from the ground to the topmost part of the roof).
- 2.14 Consolidated Tracts. Any Owner of one or more adjoining Tracts may, with the approval of the Developer, and approval of the Blanco County Commissioners Court, if required, consolidate two or more Tracts into one Tract or build site.
- 2.15 Setback Lines. Except for fencing, entrances, driveways, walkways, and landscaping, no improvements or structures shall be located within one hundred fifty feet (150') from the front property line, fifty feet (50') from the rear property line, and fifty feet (50') from the side property lines. No animal feeders shall be placed within fifty feet (50') of the property line.
- 2.16 Maintenance. The Owner shall keep all Improvements in good condition and adequately maintained at all times. The Tract shall be maintained in a clean and neat manner, free of trash and liter at all times. No abandoned or inoperative equipment, vehicles, or junk shall be permitted on the Property.
- 2.17 Underground Utilities. All utilities installed by a Tract Owner shall be located underground.
- 2.18 Fencing. All perimeter fences erected on a Tract shall be constructed of new materials and erected in accordance with professional fence building standards regarding quality and appearance. If a Tract Owner decides to fence their property they could be in jeopardy of losing their Ag Exemption.
- 2.19 Driveways. The first twenty-five linear feet (25') of any driveway that is connected to the Subdivision road shall be constructed of concrete, asphalt, or brick paving.
- 2.20 Firearms. No pistol, rifle, shotgun or any other firearm or explosives shall be discharged on any part of the Property, except for the protection of the Owners and their property or animals from predators or nuisance varmints in a lawful manner. The Developer, ACC, or Association may adopt future rules and regulations concerning the use of firearms on the Property.
- 2.21 Hunting. Hunting with firearms is not allowed within the subdivision for safety reasons.
- 2.22 Dark Sky Lighting. Any exterior illumination shall utilize Dark Sky Lighting systems to the maximum extent practicable and placed in a manner so as to not be directly visible from, or to create a direct glare into, any adjoining properties or public roadways.
- 2.23 Tree Preservation. All efforts for existing trees to be retained and preserved shall be taken when practicable. Removal of oak trees larger than six inches (6") in trunk diameter at three feet (3') in height is prohibited and shall be approved by the Developer or ACC.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

- 3.01 Architectural Control Committee or ACC. All Architectural Control Committee authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the Control Transfer Date and appointment of a three (3) Member Architectural Control Committee by the Developer as evidenced by a recorded instrument.
- 3.02 Basic Control & Applications. No Improvements of any character shall be constructed, erected or placed, or changes made to the exterior design or appearance of any existing Improvement, without first obtaining the ACC's approval. Applications for improvement requests shall be submitted in the form of a plan drawing and written description of said Improvements.

3.03 Effect of Approval. All approvals or disapprovals issued by the ACC shall be in writing. The granting of an approval shall constitute only an expression of opinion by the ACC that the proposed Improvement complies with these Restrictions and the ACC or Developer accepts no liability to the legality or integrity of said Improvements.

3.04 Variance. The ACC or Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision and the Owner's desired use.

ARTICLE IV GENERAL PROVISIONS

4.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) majority vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

4.02 Developer Control of Association and ACC. Until such time Developer elects to establish the Association and the ACC, or until the Control Transfer Date, all authority and powers reserved to the Association, the Board of Directors, and the ACC shall be held and exercised by the Developer. The Developer may elect to transfer control of the Association or the ACC at the same time or at different times in which case the Control Transfer Date may be different for the Association and the ACC. If an Association is formed, the Developer shall designate the initial three (3) Member Board of Directors and has the ability to combine the duties of the Board of Directors with the ACC, making both groups of Members one and the same.

4.03 Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time after the Control Transfer Date by a two-thirds (2/3) majority vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

4.04 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions.

4.05 Enforceability. It shall be the responsibility of the Developer, or ACC and Board of Directors after the Control Transfer Date, to enforce the restrictions and to pursue remedies for compliance.

4.06 Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

4.07 Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

4.08 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

4.09 Terminology. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear. The singular shall include the plural and vice versa.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the _____ day of _____, 2019.

[signature follows on next page]

Southwick Development, LLC, a Texas
limited liability company

Adventure Sixteen LP, a Texas limited
partnership, Managing Member

By: Kyle Phenix, President of
Sixteen Management, Inc, a Texas
corporation, its General Partner

STATE OF TEXAS §
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COUNTY OF BLANCO §

Before me, the undersigned Notary Public, on this day personally appeared Kyle Phenix, who is personally known to me (proved to me through federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent as set fourth above and that any authority duly given has executed this instrument for the purposes and consideration expressed.

Given under my hand and seal of office on the _____ day of _____, 2019.

Notary Public, State of Texas