

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
TWENTY-TWO HILLS**

**THE STATE OF TEXAS**

§

**COUNTY OF MILAM**

§

**KNOW ALL PERSONS BY THESE PRESENTS:**

**Preamble**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions is made on the 19<sup>th</sup> day of April 2010, at Hearne, Texas, by TWENTY-TWO HILLS PROPERTY OWNERS, ("Declarant"), as witnessed by a ballot vote in favor of these Covenants, Conditions, and Restrictions signed by more than fifty percent (50%) of the Owners.

**Recitals**

1. The powers, rights, duties, and responsibilities of the Architectural Control Committee are allocated and assigned to Declarant as of December 7, 2002 by John R. Clark (d.b.a. "22 Hills L.L.P.") as attested to by his affidavit to the Owners dated March 23, 2010.
2. Declarant is the owner of that certain 1013.00 acre Property, more or less, lying and being situated in Milam County, Texas, and being more particularly described in the plat recorded August 31, 1999 in Volume 804, Page 088 of the Deed Records of Milam County, Texas.
3. The Declarant has devised a general plan for the entire Property as a whole. This general plan provides a common scheme designed to protect and safeguard the Property over a long period.
4. The general plan will benefit the Property and the Parcels that constitute the Property, the Declarant, and each successive owner of an interest of the Property.
5. THEREFORE, in order to create and carry out a general and uniform plan for the improvement, development, sale and use of the land described above, the Declarant established and adopted that certain Declaration of Covenants, Conditions, and Restrictions recorded March 3, 2000 in Volume 815, Page 606, of the Deed Records of Milam County, Texas, such Declaration known as the "Original Declaration", reference to which documents are hereby made for all purposes.
6. THEREFORE, the Declarant desires to clarify and correct inconsistencies in the provisions of the Original Declaration and to provide more detailed or further limitations on the improvement, development, sale and use of said land.

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7. THEREFORE, the Declarant hereby adopts this Amended and Restated Declaration of Covenants, Conditions, and Restrictions, which Restrictions replace and supplant the Original Declaration which shall be void and of no further force or effect as of the date these Restrictions are recorded in the Official Public Records of Milam County, Texas.

8. THEREFORE, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions.

9. NOW THEREFORE, it is declared that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions.

## ARTICLE 1

### Definitions

1.01. Declarant. "Declarant" means Declarant, its heirs, successors, or assigns.

1.02. Parcel. "Parcel" means a plot of land sold out of TWENTY-TWO HILLS, on which there is or will be a single family dwelling, although the restrictions apply whether dwelling is built or not.

1.03. Owner. "Owner" means the record owner or owners of the fee simple title to any Parcel or portion of a Parcel in the Property. "Owner" includes contract sellers but excludes persons having only a security interest.

1.04. TWENTY-TWO HILLS PROPERTY OWNERS. "TWENTY-TWO HILLS PROPERTY OWNERS" means that certain group of Owners of a Parcel(s) of land including each and every Owner of said Parcels.

## ARTICLE 2

### Architectural Control

2.01. Architectural Control Committee. Declarant shall designate and appoint an Architectural Control Committee which shall serve at the pleasure of the Declarant.

2.02. Approval of Plans and Specifications. The Architectural Control Committee must review and approve in writing all of the following on the Property:

- (a) Construction and/or location of any building, fence, wall, entrance way, or other structure;
- (b) Any exterior addition, change or alteration in any building, fence, wall, entrance way, or other structure.

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2.03. Application for Approval. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans, specifications, and location for the proposed work.

2.04. Standard for Review. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for not providing sufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards.

2.05. Failure of Committee to Act. If the Architectural Control Committee fails either to approve or reject an application for proposed work within 30 days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

2.06. No Liability or Lawsuits. The members of the Architectural Control Committee or its/their representatives, their successors or assigns, shall not be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of any parcel affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner or lessee of any Parcel within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the members of the Architectural Control Committee, or its/their representatives, to recover such damages.

2.07. Successor Committee. The Owners shall meet, as appropriate, and elect by majority vote a representative or representatives to perform all functions of the Committee.

### ARTICLE 3

#### Use Restrictions and Architectural Standards

3.01. Residential Use Only. If a dwelling is to be constructed on a Parcel, it shall be for single-family residential purposes only. Any dwelling to be built shall be constructed of accepted materials and by accepted practices considered standard and acceptable to the area, not to exceed two stories in height.

3.02. Commercial Activities. No professional business or commercial activity to which the general public is openly invited shall be conducted on any Parcel. A "members only" business or enterprise is considered to be a commercial activity. The storage, service, or repair of heavy commercial equipment used in conjunction with a professional business or commercial activity by any Owner is expressly prohibited on any Parcel. Examples of heavy commercial equipment include, but are not limited to, bulldozers, backhoes, hydraulic excavators, dump trucks, tractor trailers or cargo trucks.

3.03. Design, Minimum Floor Area and Exterior Walls. The covered part of the dwelling proper exclusive of open or screened porches, terraces, patios, driveways, carports, and garages will contain a minimum of 1,100 square feet if erected on any Parcel. This minimum floor area includes the ground floor and second floor if said dwelling is multi-story. All exterior colors, textures, and material must be compatible with adjacent and surrounding Parcels, and over-all community appearance.

3.04. Manufactured Homes. No manufactured homes, commonly referred to as trailer homes or mobile homes, shall be allowed onto any Parcel.

3.05. Setbacks. No building shall be located on any Parcel within 100 feet of the front property line or nearer than 50 feet to a side property line. If two or more Parcels, or portion of two or more Parcels, are consolidated into a building site in conformity with Paragraph 3.06, these building setback requirements shall apply to the resulting building site as if it were an original Parcel.

3.06. Subdivision or Consolidation. No Parcel shall be subdivided or split except as follows: 1) any person owning a Parcel larger than 20 acres may divide the Parcel into two Parcels as long as neither of the resulting Parcels is less than 10 acres; 2) any person owning two or more adjoining Parcels may subdivide or consolidate those Parcels into building sites, with the privilege of constructing improvements, as permitted by this Declaration, on each resulting building site, but in any event no less than ten (10) acres shall comprise a Parcel; 3) any future Resubdivision or Consolidation would have to meet the then existing State and county rules and regulations. Tract 8 is exempt from this Paragraph. Nothing herein contained shall limit the power of the Declarant to create a Parcel smaller than 10 acres in size.

3.07. Easements. Thirty-foot (30') easements along the portion of the Property next to the county road for the installation and maintenance of utilities and drainage facilities are reserved for the benefit of all Owners. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement that would interfere with the installation, maintenance, operation or removal of such utility.

3.08. Exterior Maintenance. The Owners or occupants of all Parcels shall at all times maintain their property in a neat, sanitary, healthful, and attractive manner and shall in no event permit the accumulation of garbage, junk vehicles, trash or rubbish of any kind thereon. In the event of a default on the part of the Owner or occupant of any lot in observing these requirements, the Declarant or its successors and assigns may, but is not obligated or required to, at its option, without liability to the owner or occupant in trespass or otherwise, enter upon said lot and remove or cause to be removed such garbage, trash or rubbish, junk vehicles, to repair, maintain, and restore the Parcel, including landscaping, and the exterior of any buildings or do anything necessary to secure compliance with this declaration in order to place said Parcel in a



neat, sanitary, healthful and attractive condition and may charge the owner or occupant of such Parcel for such costs of work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Parcel to pay such statement immediately upon receipt thereof.

3.09. Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.10. Signs. No signs of any type shall be allowed on any Parcel except one sign of not more than six square feet advertising the property for sale or rent. This shall not preclude attractive gate or entranceways that include the name of the Owner or the name of the Parcel.

3.11. Sewage Disposal. No individual sewage-disposal system shall be permitted on any Parcel unless the system is designed, located, and constructed in accordance to the requirements, standards, and recommendations of Texas Department of Health.

3.12. Animals. No more than one (1) animal unit per two (2) complete acres. One animal unit is one horse, one bovine, two sheep or goats. No commercial poultry operations of any kind shall be raised, bred, or kept on any Parcel. No swine shall be allowed.

3.13. Dogs. No commercial kennel(s) shall be allowed.

3.14. Gun's. No gun ranges, commercial or private, shall be allowed. Hunting is not allowed on any Parcel less than fifteen (15) acres.

3.15. Commercial Antennas. No commercial antennas, of any kind, shall be allowed.

3.16. Non-Permanent Structures. Travel Trailers, recreational vehicles, and storage buildings may be located on any Parcel, only if kept out of sight of any road and shall not be used as permanent residences.

## ARTICLE 4

### General Provisions

4.01. Enforcement. Declarant, or any Owner 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. Further, Declarant, or the Architectural Control Committee shall have no liability for such enforcement or non-enforcement.

4.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

4.03. 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 Parcel, and each Parcel owner.

4.04. Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenant, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than fifty percent (50%) of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than fifty percent (50%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Public Records of Milam County, Texas and all requisite governmental approvals have been obtained.

4.05. Amendments by Declarant. The Declarant shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his/her mortgagee.

4.06. Specific Restrictions. The Declarant reserves the right to place further specific deed restrictions on specific Parcels at the time of original sale, or to remove them on the sale of any tract containing more than 100 acres.

4.07. 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, attorneys' fees and costs.

4.08. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the Official Records of Milam County, Texas.

4.09. Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

AS HEREIN AMENDED, the Covenants, Conditions, and Restrictions shall remain in full force and effect for the term therein provided.

In all other things, said Declaration of Covenants, Conditions, and Restrictions are hereby RATIFIED and CONFIRMED, SIGNED and ACKNOWLEDGED on the date specified by the

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signatures of respective parties, the instrument to be effective as of April 19, 2010, or from and after the date the Declaration of Covenants, Conditions, and Restrictions are filed of record in the official Real Property Records of Milam County, Texas, whichever date is latest.

**TWENTY-TWO HILLS PROPERTY OWNERS**

BY: [Signature]  
Jack C. Marino, Sr., Architectural Control Committee Member

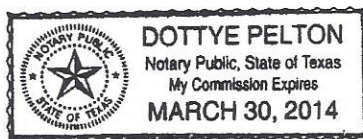
BY: [Signature]  
Terry W. Hall, Architectural Control Committee Member

BY: [Signature]  
Fred C. Russell, Architectural Control Committee Member

THE STATE OF TEXAS §

COUNTY OF ROBERTSON §

**BEFORE ME**, the undersigned authority, on this, the 19<sup>th</sup> day of April, 2010, personally appeared, JACK C. MARINO, Sr., TERRY W. HALL, and FRED C. RUSSELL, Architectural Control Committee Members for TWENTY-TWO HILLS PROPERTY OWNERS, each being known to me personally and each acknowledging to me that he or she executed the same for purposes and considerations therein expressed, in the capacity therein stated.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

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CLERK'S NOTICE: 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.

FILED  
AT 10:50 O'CLOCK 7 M  
ON THE 19 DAY OF April  
A.D., 20 10

STATE OF TEXAS  
COUNTY OF MILAM

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 Volume and Page of the Official Records of Milam County, Texas.

Barbara Vansa  
COUNTY CLERK, MILAM COUNTY, TEXAS

BY [Signature] DEPUTY



Barbara Vansa  
County Clerk, Milam County, Texas

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RECORDED 4-19-10 2:00P

BY [Signature] DEPUTY