

REAGAN SAUER and CRAIG JENSCHKE TOTHE PUBLICDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF KIMBLE §

THAT WHEREAS, REAGAN SAUER and CRAIG JENSCHKE, herein called "Declarant" are the record owners of all that 712.61 acres of land, located in Kimble County, Texas, as described on the Neal Ranch Subdivision, filed of record in Volume 2, Page 50, of the Plat Records of Kimble County, Texas ("Property"); and

WHEREAS, Declarant will hold, sell and convey the above described Property subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the above referred Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any contract or deed which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument ("the Declaration"), regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

I.

DEFINITIONS

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.

1.02. "Tract" shall refer to any portion of the Property, as owned by any Owner.

II.

RESTRICTIONS

1. Any mobile, modular, pre-manufactured and/or industrial built home located on a tract must be attached to the real estate, with the title certificate cancelled and a Statement of Location "SOL", recorded in the Official Public Records of Kimble County, Texas; and must be fully skirted.
2. Livestock, pets and poultry are permitted, provided said livestock is kept within the boundaries of a Tract at all times. There shall not be any commercial feeding operations or commercial breeding of animals, except horses, conducted thereon. Animals used for grazing said property while simultaneously raising young (i.e. cow/calf or mare/colt operations) shall not be considered commercial breeding of animals.
3. No structure of a temporary character, trailer, tent or shack, shall be used on a Tract at any time as a residence, either temporarily or permanently. Notwithstanding the foregoing, and not to exceed a time period of two (2) years from date of acquisition, an owner shall be permitted to place an RV type camper on a tract beginning October 1st through December 31st of each year. Additionally, from January 1st through September 30th, the owner may place and occupy the same unit for a period not to exceed four (4) consecutive nights and not more than a total of twenty (20) nights during this nine (9) month period of time provided the tract owner is present during these times and the campsite is not closer than three hundred feet (300') from any front and side boundary lines. The requirement of the owner's presence during this nine (9) month period of time is not a requirement from October 1st through December 31st.
4. Except as hereinafter provided, no Tract shall be used for any commercial purposes, (Example, RV Park, off road vehicle park, dog kennels, advertising signs or billboard), except permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures). No industrial pursuit or enterprise shall be permitted to be conducted on a Tract. Industrial pursuit or enterprise shall

mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of auto painting and repair; heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture.

Agricultural use and the processing of agricultural goods into commercial products (for example-winery) are declared not to be a prohibited industrial or commercial pursuit or enterprise.

5. No cellular tower or other type of commercial tower or wind turbine shall be erected or placed upon a Tract.
6. Abandoned or inoperative equipment, vehicles, or junk shall not be permitted or stored on a Tract or any portion of any ingress or egress easement accessing any Tract.
7. Owners are to keep the property reasonably free of litter at all times. No toxic waste dumping, burying or landfill or disposal of any kind shall be allowed that would adversely affect the natural beauty and value of any adjacent property or violate any statutes or ordinances prohibiting the placement, burial or disposal of any prohibited substance. Garbage or refuse shall not be buried on a Tract.
8. Surface mining (including, but not limited to stone, gravel, sand, caliche) or exploration of any type which will damage the surface of a Tract is prohibited. Road material, including gravel or caliche, used to construct roads on the property may be removed and utilized, after which the removal site shall be restored as much as possible to its original condition. To level or prepare any part of the property for use as a field or building site and the corresponding sale or storage of any excess material derived therefrom shall not be considered as a violation of these restrictions.
9. The prolonged or constant discharge of firearms on a tract such as public skeet or trap range is prohibited.
10. No buildings or structures (including hunting blinds or towers or game feeders) of any type may be erected on any tract nearer than two hundred feet (200') from a front or side property line, except for a water well covering. This provision shall not be applicable to any perimeter boundary line constituting any portion of the present boundary line of the 712.61 acre tract described in the Declaration. The term "structures" shall not prohibit the construction or installation of fences, gates, cattleguards,

corrals, roadways, culverts, creek crossings and earthen dams for surface water ponds.

11. The exterior of any building shall be completed no later than twelve (12) months after laying the foundation of that respective building.
12. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other waste disposal system approved by the County and/or State Health Department or other governing body controlling wells and septic systems. No outside toilets or cesspools shall be permitted.
13. A tract shall not serve as the servient estate for road easements to other property outside of the Property nor for the dedication and installation of any public road or roads.
14. Any future Resubdivision of a tract must comply with the Kimble County Regulations.
15. Each tract shall be accessed by a variable width access easements shown on the Neal Ranch Subdivision Plat ("Easement Tract"). The Owner of a Tract is expressly prohibited from placing a gate or other structure across the Easement Tract that would stop or impede vehicular movement. In the event a tract owner acquires land on both sides of the Easement Tract and elects to construct a cattleguard upon the Easement Tract in order to contain livestock, same is permissible under the following conditions:
 - A. The cattleguard must be a minimum of twelve feet (12') in width; and
 - B. A hinged pipe gate having a minimum width of twelve feet (12') must be installed next to the cattleguard to facilitate "off road" equipment.
16. A. ROADWAY EASEMENTS. Shown upon the recorded Subdivision Plat, is a depiction of a variable width roadway providing access to the Tracts within the Property. Declarant hereby assigns a perpetual, non-exclusive ingress, egress and regress easement, over, across an upon the roadway for the uninterrupted access to and from the Tracts for the use and benefit of the Owners, their heirs, successors, assigns, and their agents, invitees, guests and permittees. The easement shall be appurtenant to each and every Tract within the Property, EXCEPT THAT Each owner may utilize **only** that portion of the common easement that is necessary to access each specific tract and as noted on the

Subdivision Plat (Example: Tract 4 may only use the first 678.34 feet of the common easement.)

ALL ROADWAYS OF THE PROPERTY, AN UNPLATTED SUBDIVISION IN KIMBLE COUNTY, TEXAS, (THE "SUBDIVISION") SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF TRACTS IN THE SUBDIVISION. KIMBLE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY. THE ROADWAY WITHIN THE SUBDIVISION WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE SUBDIVISION. BY ACCEPTANCE OF A DEED TO A TRACT WITHIN THE SUBDIVISION, EACH OWNER OF SUCH TRACT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OF THE SUBDIVISION BY KIMBLE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

- B. MAINTENANCE AGREEMENT. Each owner, by acceptance of a Deed, whether or not it shall be so expressed in such Deed, agrees to pay a prorata share of all assessments which may be made for the purpose of maintaining, repairing and replacing the road and repairing, maintaining and replacing the electronically controlled access gate. These expenses (herein "maintenance expenses") may include, but shall not be limited to, the reconstruction, repair, maintenance, upkeep or replacement of (1) the roadway, shoulders and culverts to the condition in which it existed on January 1, 2018, (2) the security gate, entry, solar panels and appurtenances thereto, (3) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

Each owner shall be obligated to pay, and agrees to pay, a prorata portion of any maintenance expenses, but only as to those portions of the Easement Tracts necessary to access each respective tract as currently platted or any subsequent replat.

At anytime an Owner shall propose the expenditure of funds for maintenance expenses, notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the County of Kimble, Texas, thirty (30) days prior to the proposed date of the meeting to consider proposed maintenance expenses,

together with a notification of the place of meeting which shall be in Kimble County, Texas. A quorum for the purpose of approving a proposal for maintenance expense expenditure shall be the attendance of Owners or their agent designated by written proxy, owning at least 50% of the Tracts within the Property. Approval by Owners or their agent designated by written proxy, representing more than 50% of the Tracts in attendance at a quorum shall be required for the approval of an assessment for the maintenance expenses. The Owners present at a called meeting who have approved the maintenance expense expenditure shall designate an Owner who will contract for the improvements which have been proposed and who will receive from each Owner their maintenance assessment. Any Owner who shall fail to deliver their maintenance assessment to the designated Owner, within fifteen (15) days of the date of receipt of notice of assessment, shall be in default. In the event any Owner shall advance the amount which is due by the defaulting Owner for the payment of the Owner's assessment, the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, interest at the maximum rate of interest permitted to be charged under the laws of the State of Texas, from and after the date that the defaulted amount is advanced by the advancing Owner, together with court costs and reasonable and necessary attorney's fees incurred in collection. The assessments, together with interest, court costs and reasonable and necessary attorney's fees shall be a charge on the defaulting Owner's Tract and shall be secured by a continuing lien upon the Tract provided a notice of lien has been filed in the Official Public Records, Kimble County, Texas. The inception date of the lien shall be the date of its filing. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity, purchase money or improvement lien made upon the tract. The validity, enforcement, and priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance assessments in the Official Public Records of Kimble County, Texas.

- 18.C. EXCESS DAMAGE. In addition to the foregoing, any Owner however, **shall** solely bear all expense in connection with any unusual repairs brought about as a result of excessive weights or use during construction period or otherwise. As examples, such excessive weights or uses shall include, but not be limited to, concrete trucks, well drilling rigs, dozers or other heavy or unusual equipment bringing about damage to the roadway and surface beyond reasonable wear and tear occasioned by normal day to day vehicular traffic by Owners.

III.

GENERAL PROVISIONS

3.01. ENFORCEMENT. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserve the right to enforce this Declaration, though it may have previously sold and conveyed all Tracts controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, conditions or restrictions herein contained.

3.02. PARTIAL INVALIDITY. Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

3.03. TERM. The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by or the Owner of any Tract subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2028, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after December 31, 2028, by an instrument

signed by not less than the Owners of seventy-five percent (75%) of the acreage contained with the above described Property. No amendment shall be effective until duly recorded in the Real Property Records of Kimble County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained. The covenants, conditions and restrictions may be amended any time by an instrument signed by the owners of not less than one hundred percent (100%) of the above described Property.

3.04 AMENDMENT. Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Kimble County, Texas.

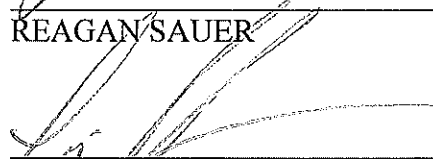
3.05 WAIVER AND LACHES. The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Failure of Declarant, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED this 8 day of JANUARY, 2018.

[END OF PAGE]



REAGAN SAUER




CRAIG JENSCHKE

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 9 day of JANUARY, 2018, by REAGAN SAUER.



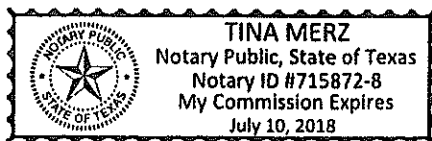



Notary Public in and for
the State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 8th day of January, 2018, by CRAIG JENSCHKE.





Notary Public in and for
the State of Texas

FILED FOR RECORD

01-10-18P03:51 FILE

HAYDEE TORRES

COUNTY CLERK, KIMBLE COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF KIMBLE

53414

I hereby certify that this instrument was FILED FOR RECORD on the date and at the time entered hereon by me and was duly RECORDED in the Volume and Page of the Official Public Record Records of Kimble County, Texas.

Declaration of Covenants,
Conditions and Restrictions – Page 9

BY 

AUDREY SELLERS, DEPUTY
KATHY WHITLOCK, DEPUTY





County Clerk, Kimble County, Texas

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