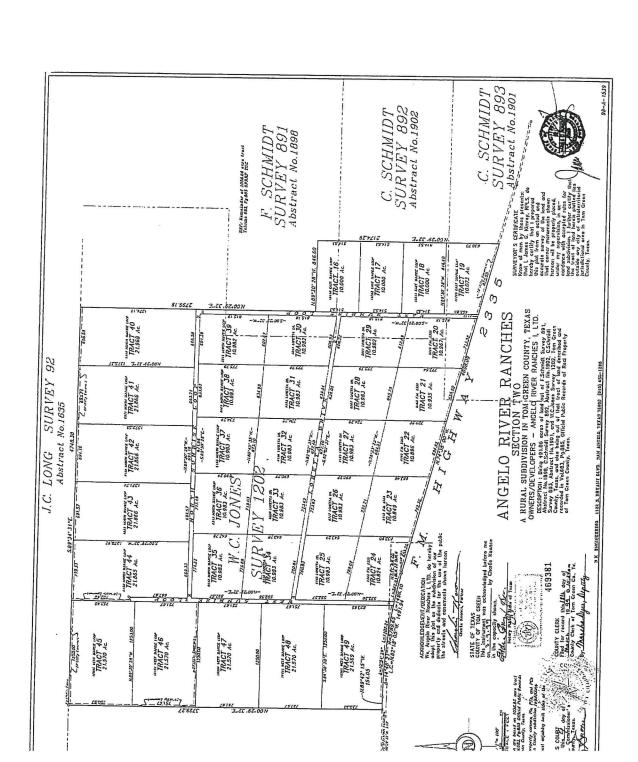
FEET GRAPHIC SCALE 80 160 COPYRIGHT 2020 SKG THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY IS VOID WITHOUT AN ORIGINAL SIGNATURE AND SEAL. ENGINEERING, LLC SURVEYING . ENVIRONMENTAL . LABICHT J.C. LONG SURVEY 92 FIRM NO. 10102400 www.skge.com Abstract No. 1635 Set 1/2" I.R. w/Cop Mkd, "SKG ENGINEERS" S 89'34'31" E 694.16' Fd. 4" Fe. Cor. Post Tr. 42 Tr. 43 (21.866 Ac.) 00.59,35" 388.00 of Bearings) N 89'30'28" W 694.16 NORTH SUNRISE LOOP 20' Pvmn't. 50' R.O.W. SCALE: 1"= 40' BEARINGS ARE BASED UPON THE PLAT OF RECORD. 6198 NORTH SUNRISE LOOP PLAT SHOWING A SURVEY OF TRACT 42, SECTION 2, ANGELO RIVER RANCHES, TOM GREEN COUNTY, TEXAS, AS PER THE PLAT RECORDED IN CABINET E, SLIDE 152, PLAT RECORDS OF TOM GREEN COUNTY, TEXAS. Certification is hereby made that a survey was made on the ground under my supervision according to the minimum standards of the Professional Land Surveying Practices Act and the General Rules of Procedures and Practices set forth by the Texas Board of Professional This survey is prepared for the exclusive use and benefit of Stroman Title Company. Use of this survey by a third party may not be transferred or assigned. Not valid without the original signature and seal of a Registered Professional Land Surveyor. The ground February 11, 2020. Surveyed and

RUSSELL T. GULLY

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

SKG ENGINEERING, LLC 706 SOUTH ABE STREET, SAN ANGELO, TEXAS 76903 325.655.1288

20-S-0256



469896

### **DEDICATION AND DECLARATION OF**

### **COVENANTS AND RESTRICTIONS FOR**

### ANGELO RIVER RANCHES

### SECTION TWO

THE STATE OF TEXAS

8

COUNTY OF TOM GREEN

8

This Declaration is made this the <u>35th</u> day of March 1999, by Angelo River Ranches I, Ltd., a Texas Limited Partnership with its principal office in San Angelo, Texas, hereinafter called Developer:

### WITNESSETH:

Whereas Developer is the Owner of the real property described in Article II of this Declaration and desires to create thereon a Residential, Ranch & Estates community with open spaces, and roads servicing said community.

Whereas Developer desires to provide for preservation of the values and amenities in said community and for the maintenance of the roads, and, to this end, desires to subject the real property described in Article II, to the Covenants, Restrictions, easements, charges and liens, hercinafter set forth, all of which are for the benefit of said property and each Owner thereof:

Whereas the real property described in Article II hereinbelow shall be referred to as "Angelo River Ranches, Section Two";

Whereas Developer is formally dedicating the roads or streets of said Subdivision to Tom Green County, Texas; and contemplates filing deeds of record which refer to "Tracts" according to the plat recorded in Cabinet E, Slide 152 in the Plat Cabinet in the office of the County Clerk of Tom Green County, Texas.

Whereas there are certain limitations to title which are common to the Tracts, or common to some of the Tracts, that Developer contemplates selling to third parties and which for the sake of notice, clarity and consistency, are set forth in Article III hereinbelow and filed of record;

Now, therefore, Developer does hereby adopt the accompanying map, designated thereon and to be known as "Angelo River Ranches", Tom Green County, Texas, and its plan for subdividing such lands into Tracts, roads and easements, and does hereby dedicate to the public such roads for customary use as such, and all easements for the uses designated on said map or plat. Further,

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Developer declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, limitations, charges and liens, sometimes hereinafter referred to as "Covenants and Restrictions", hereinafter set forth.

### ARTICLE I Definitions

- Section 1. The following words when used in this Declaration or any Supplemental Declaration, unless the context shall prohibit it, shall have the following meaning.
- (a) "Properties" shall mean and refer to all such existing properties, that are subject to this Declaration or any Supplemental Declaration to be made under the provisions of Article II hereof.
- (b) "Tract" shall mean and refer to any plot of land shown on the map or plat of the Properties recorded in Cabinet E, Slide 152 in the Plat Cabinet in the office of the County Clerk of Tom Green County, Texas, with the exception of Common Properties as heretofore defined.
- (c) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Tract situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

# ARTICLE II Property Subject to this Declaration and Additions Thereto

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Tom Green County, Texas, and is more particularly described as follows: All of Angelo River Ranches, Section Two a subdivision to Tom Green County, Texas, according to the map or plat thereof filed for record in Cabinet E, Slide 152 in the Plat Cabinet in the office of the County Clerk of Tom Green County, Texas.

### ARTICLE III Limitations to Title

All Properties shall be subject to the following limitations, exceptions and conditions, or pertinent part thereof,

Section 1. Title is subject to all easements, rights-of-way, restrictions and Covenants of record in Tom Green County, Texas, prior to the recording hereof or apparent from an examination of the land, and the Map or Plat for Angelo River Ranches recorded in Cabinet E, Slide 152 in the Plat Cabinet in the office of the County Clerk of Tom Green County, Texas.

Section 2. Trile is subject to all outstanding oil, gas and other minerals, after the Tracts are conveyed to the Owners, and any leasehold estates heretofore granted or which may hereafter be

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granted in connection therewith, including the right of ingress and egress and the reasonable use of the auriace for exploring, developing and producing any and all such oil, gas and other minerals. Developer hereby waives in favor of Owner, and hereby grants to Owner, all of Developer's right, title and interest in and to all surface damages resulting therefrom which may occur on or to Owner's Tract, if any.

## ARTICLE IV Covenants and Restrictions

In addition to all other Covenants and Restrictions provided in or by this Declaration, the Properties shall be, unless otherwise expressly exempt therefrom in this Declaration, subject to the following Covenants and Restrictions running with the land which shall be binding on all parties having any right, title or interest in the Properties, or any part thereof, their heirs, representatives, successors or assigns, to-wit:

- Section I. No mobile home or house trailer shall be placed or maintained on the Properties, except that any mobile home or house trailer owned by a contractor may be maintained on any Tract by such contractor only during the period of construction. Any dispute or question as to what constitutes a mobile home, house trailer, ready-built home, modular home, recreational vehicle, tent, or structures similar thereto, shall be resolved conclusively by the determination of the Architectural Control Committee, which is set out in Article V below.
- Section 2. No residence on any Tract shall contain less than 1550 square feet of living area, excluding garages, carports, covered patios, and attached storage areas. All residential construction shall have 75% exterior of brick, stucco, or stone. Construction shall only use new materials and all construction will be concluded within 270 days of starting date. Any deviation must be approved in writing and signed by the Architectural Control Committee.
- Section 3. All residences must have at least a two car garage. The garage can be detached but must be of same architecture and finish as residence. No garage entrance or carports can be visible from the road of access to the Tract. Any parking structures other than garages must have prior written approval of the Architectural Control Committee.
- Section 4. No more than One (1) residence per Tract and no Tract will be subdivided. There shall be no multiple family dwellings constructed on a Tract.
- Section 5. All roofs will be of the following: 250 lb. or greater laminated composition roofing shingles, standing seam metal or hidden fastener metal roofs, clay, slate tile. No wood roofs are acceptable.
- Section 6. All exterior paint, brick, and roof colors must be identified in plans submitted to and approved in writing by the Architectural Control Committee.
- Section 7. Any landscape design and improvement that is not consistent with neighborhood norms must be reviewed and approved by Architectural Control Committee. Any and all plan

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elevations are subject to Architectural Control Committee review and approval.

Section 8. No trailer houses, double wide, camper, bus or other manufactured homes can be moved onto a Tract. All automobiles, tractors, trucks or other vehicles on a Tract must be currently inspected and in operable condition unless they are stored in a fully enclosed garage or barn. No commercial vehicles may be stored on a Tract at any time.

Section 9. All Tracts must be well maintained at all times including dwellings, out buildings
and fences.

Section 10. There shall not be located on any Tract any radio, or other towers which are over 40 feet above ground level.

Section 11. All water wells which are drilled or reworked on any Tract shall be drilled or reworked under applicable state or local regulations.

Section 12. All outbuildings must be of new materials that are of low maintenance. Brick, painted concrete block or pre-engineered metal buildings are preferred. All buildings must have exterior finished within 45 days of start. All outbuildings must be approved in writing by the Architectural Control Committee before construction may begin.

Section 13. All buildings and structures of whatever nature, except for fences, must be set back at least fifty (50) feet from all roads or streets and at least fifty (50) feet from any Tract owned by another Owner, provided, however that an Owner may build or locate a building or structure less than fifty (50) feet from any Tract owned by another Owner if the Owner secures the prior written consent of the Architectural Control Committee.

Section 14. No buildings or improvements, including, but not limited to, residential buildings, garages, carports, barns, aheds, patios, sleeping porches, fences or walls, barbecue pits, pump or other storage houses, swimming pools, or other facilities of whatever nature, whether permanent or temporary, shall be constructed or moved on until the construction plans and specifications, including exterior color or material, and a plat showing the location of the proposed structure have been approved in writing by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures on the property and with the natural surroundings, and as to location with respect to the topography, the finish grade of elevation, and the preservation or enhancement of the river banks, channels and natural shade.

Section 15. No noxious or offensive activity shall be conducted upon the Properties, nor shall anything be done thereon which may become an annoyance or missance to any Owner.

Section 16. All electrical wiring and all plumbing installations in any building or structure shall be installed in a good and workmanlike manner and in compliance with all applicable rules and regulations of the Texas Department of Health or other regulatory authority.

Section 17. All residences shall be connected to a permanent septic tank system for sewage Page 4 of 10

disposal. Each septic tank system shall comply with the minimum standards required or recommended by the State of Texas of Tom Green County, or any regulatory authority of either the state or the county, whichever standards are the more stringent.

Section 18. No abandoned or inoperative motor vehicle or other machinery shall be placed, or permitted to remain, on the Properties. No part of the Properties shall be used or maintained as a dumping or storage ground for junk, rubbish, trash, garbage or other waste material, and no such items or material shall be kept or permitted on the Properties except temporarily in containers adequate for that purpose. All such containers or receptacles shall be placed either indoors or in an area screened by natural vegetation or terrain or artificial structure so that it is not visible from the roads or streets or from the neighboring Tracts. Every Owner shall be responsible for keeping his Tract in a reasonably clean condition.

Section 19. No quarrying or mining operations of any kind or character shall be conducted on or under any Tract, subsequent to the sale of any such Tract from the Developer to a Buyer either by Contract for Deed, deed or otherwise. Likewise, the Owner shall not grant an easement for, nor permit the use of his Tract for, the ingress and egress for any such quarrying or mining whether conducted on or off such Owner's Tract and whether with or without a valuable consideration therefor provided, however, that nothing herein shall be constructed to refute the oil, gas and other mineral interest and related rights described in Article III, Section 3, above.

Section 20. All Tracts must be used only for residential, ranch, recreational, or limited agricultural purposes, except as explicitly described in Section 23 below.

Section 21. No Tract shall be used for any kind or character of business or commercial purpose, except as explicitly described in Section 23 below.

Section 22. No swine or poultry shall be permitted on the Properties. Household pets and domestic animals or livestock may be permitted on the Properties, provided, however, that nothing herein shall be construed to permit the business or commercial use thereof other than explicitly stated hereinbelow or to permit an annoyance or nuisance to any Owner. Any and all such pets or domestic animals or livestock must be confined at all times to the Tract of Owner by fence or otherwise. As an exception to Section 20 and 21 above, however, the following uses of the Properties shall be permitted:

(a) Any Owner may have, and use on a Tract domestic livestock not to exceed the stocking rate of one animal unit which is hereby defined as follows: two heads of cattle, five sheep, seven gost, 2 horses per ten (10) acres regardless of the size of such livestock. Colts, calves, lambs, kids and the young of any other domestic livestock of less than one year of age born and raised on the Tract shall not be included in determining the foregoing limitation. Under no circumstance shall a buffalo, or any animal with buffalo blood be considered a domestic animal. Any Owner may sell, trade or otherwise dispose of such livestock, whether mature or young, provided that Owner does not regularly engage in the trading of such livestock located on a Tract. As an exception to the foregoing, a stallion shall not be permitted on any Tract.

- (b) No dairies, dog kennels, or other type of breeding kennels, shall be permitted on the Properties Show animals that are stalled and fed are not considered grazing animals, and may be permitted in excess of the aforesaid stocking rate up to two per ten (10) acres as long as the area is maintained, and the Architectural Control Committee receives no complaints.
- (c) Any Owner may conduct on a Tract the planting, growing, cultivating and harvesting of any agricultural crop grown or produced from the soil whether on the ground or enclosed, provided, application shall be conducted thereon, no retail sales shall be conducted thereon, and no operation shall be conducted thereon under conditions of wind and dryness that would cause dust to be carried to any adjoining Tract.
- (d) Any Owner may conduct on a Tract any work of art, crafts, journalism, or other personal fabrication, design or construction provided that no third-party employees are required on a Tract in connection with such work and no retail sales are conducted on a Tract.
- Section 23. An approved perimeter fence would be 4' net wire (10-47-6-12 1/2) with 2 strands of slick wire on top, and would be held up by 6' steel post on 20 foot centers and every 5th post would be of treated wood, 2 wire or wooden stays would be placed between each post, all of new material. Corner posts would be 4" pipe H brace cemented into place.
- Section 24. No firearm shall be discharged upon any Tract which consists of less than 100 acres, or on any road, at any time, or for any manner whatsoever.
- Section 25. No Tract shall be used or maintained as a dumping ground for rubbish, trash, or junk of any nature. All garbage and waste shall be kept in containers upon each Tract until disposed of in an approved landfill. Temporary storage shall be permitted for only seven (7) days.
- Section 26. These Covenants and Restrictions shall be effective for a term of thirty years from date of recording during which time they may be amended, altered or revised by an instrument signed by Owners of not less than eighty percent (80%) of the Tracts, and duly recorded. Following such thirty year period, all such Covenants and Restrictions shall be automatically extended for successive periods of ten years unless otherwise amended, altered or revised by an instrument signed by Owners of not less than eighty percent (80%) of the Tracts, and duly recorded.

# ARTICLE V. <u>Architectural Control Committee</u>

There shall be maintained an Architectural Control Committee, hereinafter referred to as the Committee, which shall be governed by the following rules and regulations.

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Section 1. <u>Committee Members</u>. The Committee shall consist of three members. Each member shall serve for life unless he resigns or is removed as hereinafter provided. The initial members of the Committee shall be Charles Koonce, Scott Allison and Lance Lacy. At the death, resignation or removal of any member, the Developer, or if the Developer is not still in existence, then a majority of the Owners of the Tracts, shall select his successor. the designation of new members shall be in writing and shall be duly recorded in the Deed Records of Tom Green County, Texas.

Section 2. <u>Committeemen</u>. Any member may resign by filing with the Committee a ten day written notice thereof. Any member may be removed for good cause by the Developer. If a member delivers to the Committee a written request for a hearing within ten days after receiving written notice of his removal, he shall be given a hearing before the Committee to reconsider whether good cause exists. If the Committee determines after hearing that no good cause exists, then the member shall be reinstituted.

Section 3. Failure to Act. In the event the Committee fails to perform its responsibilities as generally provided herein, then the Developer may replace some or all of the members of the Committee with new members selected by the Developer who shall likewise serve for life subject to the rules and procedures herein stated. The designation of such new members shall be in writing, duly recorded, and same shall be conclusive as to the membership of the Committee.

Section 4. Responsibilities. It shall be the responsibility of the Committee to preserve the value of the Properties and to encourage its prudent and proper development. It shall review the construction plans and specifications and proposed location of improvements as required in Article IV, Section 15, above and shall make prompt rulings thereon. All rulings or recommendations shall be in writing with a copy to be delivered to the Owner or his agent and a copy to be retained for the permanent records of the Architectural Control Committee.

Section 5. <u>Timeliness</u>. In the even the Committee should fail to issue its written ruling in response to the Owner's request therefor within thirty (30) days from receipt of each request therefor within thirty (30) days from receipt of such request property supported with adequate plans and specifications and location data, then it shall be presumed that the Architectural Control Committee has approved such request.

Section 6. Failure of Owner to Submit Request. In the event an Owner fails to submit a request properly accompanied with construction plans and specifications and location data but proceeds with the construction thereof, or in the event an Owner proceeds with construction following the disapproval of the Committee, or proceeds with construction that is inconsistent with the plans and specifications or locations that have been approved by the Committee, the Committee shall have the right, at its election, to secure injunctive relief against such construction, including judicial relief requiring the removal of such construction, by bringing suit thereon prior to the expiration of sixty days following completion of the construction thereof.

Section 7. <u>Policies and Guidelines</u>. The Committee shall, by a majority vote, determine such policies and guidelines as it shall deem to be feasible in assisting Owners in planning the construction of

their improvements. Nothing herein, however, shall be construed as an estoppel of the Committee in adopting new policies and guidelines when prior rulings or polices and guidelines have, in the opinion of the Committee proven to be detrimental to the purposes and responsibilities of the Committee.

Section 8. <u>Delegation</u>. The Committee may, at is discretion and from time to time, delegate its duties of review and approval and rulings thereon to one or more of its members. Any rulings by either the Committee or any delegate thereof shall be final and conclusive unless, upon receipt of written request for review from the Owner within ten days from a ruling rendered only by any delegate, the Committee should determine to grant a review of the ruling. If such request is granted, the Committee shall set a time and place for a full Committee review, the decision of which by a majority of its members shall then be final.

Section 9. Fees and Compensation. Members of the Committee shall serve without remaineration for their personal services except that they shall be reimbursed for all reasonable expenses, including automobile mileage, incurred by them in the performance of their duties and further except that the Committee shall remainerate any delegate for his reviewing and issuing a ruling on the plans and specifications and locations data, including an inspection of the site of the proposed improvement. The Committee may, at its discretion, charge an Owner a fee not to exceed \$20.00 for each separate item to be constructed to defray its expenses. Any additional financial needs of the Committee shall be funded by the Developer upon the presentation of requests by the Committee and approval thereof by the Developer.

Section 10. Enforcement. It shall be the primary responsibility, but not the duty, of the Committee to enforce strict compliance by Owners with the Covenants and Restrictions provided in Article IV above. As an exception to the funding provision of Section 9 above, the Developer shall fund all reasonable and necessary legal expense of the Architectural Control Committee in pursuing such enforcement. Said Covenants and Restrictions may be enforced by proceedings at law or in equity, including injunctive relief to prevent construction, to remove improvements, or otherwise to compel compliance, or by any other legal remedy. Owner waives notice of non-compliance. If however, the Committee should notify Owner in writing of non-compliance of any Covenants and Restriction and Owner fails to cure same within ten days from delivery thereof, the Committee, or is agent, shall be authorized to enter upon Owner's Tract to correct such non-compliance at the expense and cost of Owner which shall become due and payable on demand, shall bear interest at the rate of ten percent (10%) per annum, and shall become liable for the Committees reasonable attorney's fees and court costs incurred in enforcement which shall likewise become payable upon demand, bear interest at the rate of ten percent (10%) per annum, and become a lien against the Tract. Failure of the Committee to enforce any covenant or restriction shall not be deemed a waiver of any prior or subsequent violation of any such covenant or restriction. Violation of any covenant or restriction shall not, however, bring about a forfeiture of title to any such Tract under violation. Enforcement of the strict compliance with the Covenants and Restrictions may also be pursued by the Developer at the cost and expense of the Developer or by any Owner also at the cost and expense of the Developer provided, however, that the Owner is successful in obtaining judicial relief thereon.

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#### ARTICLE VI Annual Charge

For the purpose of providing funds for the maintenance of roads and common elements, each Tract shall be subject to an annual charge, (heremafter referred to as the "Annual Charge"), as follows:

- Section 1. The Annual Charge shall be \$50.00 commencing on January 1, 2000, and shall be paid to Developer. In any year after 2000, the Developer may increase the amount of the Annual Charge, but the Annual Charge shall in no event be greater than \$200.00 per year.
- Section 2. The Annual Charge shall be billed each year on the first day of December and unless the Owner of any Tract shall pay the Annual Charge by the twentieth day of December of each year, the same shall be deemed delinquent and shall bear interest at the maximum legal annual rate until paid.
- Section 3. The Annual Charge hereby imposes shall be and remain a charge against and a continued lien against any Tract, and shall run with, bind and burden such land. Provided, however, the lien of any mortgage, mechanics lien, contract, deed of trust or vendor's lien imposed as a bona fide security for purchase of money, construction loan or improvement loan on the Tract in question shall be considered a prior and superior lien on the Tract and shall not be invalidated by the foreclosure of the lien imposed by the Annual Charge.
- Section 4. If the Owner of any Tract shall fail to pay the Annual Charge, when due, the Developer shall have the right to enforce the lien which is hereby imposed, under the law of the State of Texas, including a foreclosure sale and deficiency decree, subject to the same procedures as in the case of deeds of trust.
- Section 5. Such funds received by Developer shall be used by it for the payment of any expense in maintaining the Common Properties contained in the Plat.
- Section 6. The Developer shall have the right, but shall not be required, to establish a Homeowners' Association at any time in the future. If a Homeowners' Association is established, all Owners of a Tract shall be required to join and become members and become bound by its rules and regulations. If a Homeowners' Association is established, its rules and regulation shall supersede and take the place of this Article of the Covenants and Restrictions, provided however, that in no event shall the Annual Charge for belonging to said Homeowners' Association be in excess of those charges previously listed in this Article. The Homeowners' Association, if formed, shall be entitled to receive any Annual Charge herein specified and shall be solely responsible for, among other things, the maintenance of all common areas and common elements.

## ARTICLE VII General Provisions

Section 1. Notices. All Notices required herein shall be deemed effective if delivered personally or if sent by United States Mail with adequate postage paid addressed to the Sendee at his last know address.

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Section 2. Severability. Invalidation of any one of the provisions, covenants, restrictions or conditions of this Declaration by judgment of a court of competent jurisdiction shall in no wise affect any other provision, covenant, restriction or condition which shall remain in full force and effect.

Dated this 5th day of March 1999.

ANGELO RIVER RANCHES I, LTD. BY: ANGELO RIVER RANCHES, INC. ITS GENERAL PARTNER

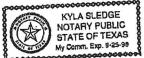
CHARLES KOONCE PRESIDENT

THE STATE OF TEXAS

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COUNTY OF TOM GREEN

This instrument was acknowledged before me on the Add day of March 1999 by Charles Koonce, President of Angelo River Ranches Inc. a Texas Corporation on behalf of said Corporation as General Partner of Angelo River Ranches I. Ltd.



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FILED FOR RECORD es c mg 35 nam ee.

JUDITH HAWKING
COUNTY CLERK
COUNTY OF TOM GREEN, TEXAS

STATE OF TEXAS

COUNTY OF TOM GREEN

I hereby certify that this instrument was FILED in File
Number Sequence on the date and at the time stamped
hereon by me, and was duty RECORDED in the Official Public
Records of Real Property of Tom Green County, Texas on

MAD 9 1 10

MAR 3 1 1999

JUDITH HAWKINS COUNTY CLERK TOM GREEN COUNTY, TEXAS