

**Declaration of Covenants, Conditions and Restrictions**  
**("Declaration")**

**Date:** \_\_\_\_\_, 2021

**Declarant: Valkyrie Jones, LLC.**

**Declarant's Address:** 133 North Friendswood Drive #202, Friendswood, Texas 77546

**Property:**

87.67 ACRES OF LAND, MORE OR LESS, SITUATED IN THE W. SMITHERS SURVEY, ABSTRACT NO. 90, AUSTIN COUNTY, TEXAS, ALSO BEING OUT OF A CALLED 55.008 ACRE TRACT OF LAND, DESCRIBED AS TRACT ONE, AND A CALLED 33.263 ACRE TRACT OF LAND, DESCRIBED AS TRACT TWO, IN DEED TO VALKYRIE JONES, LLC, RECORDED IN DOCUMENT NO. 210581, OFFICIAL PUBLIC RECORDS, AUSTIN COUNTY, TEXAS, (O.P.R.A.C.T.), SAID 87.67 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT A.

Collectively, called the "Property".

**I. Definitions**

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration and any amendment to the Declaration as provided below in Paragraph II. E (4).

"Declarant" means, Valkyrie Jones, LLC a Texas limited liability company, and any purchaser, successor, or assign that acquires all unimproved Tracts owned by Declarant for development. Declarant will name any successor in a recorded document evidencing the purchase and identifying the unimproved tracts.

"Development Period" means the period beginning on the date of this Declaration and ending on the date when Declarant owns no tracts.

"Easements" means easements within the Property for utilities, drainage, access, and other purposes as shown on the survey map or of record.

"Tract" means each portion of land containing any part of the Property described in Exhibit "A".

"Owner" means every record owner of a fee, life estate, or remainder interest in a tract.

"Residence" means a detached building designed for and used as a Single Family dwelling and constructed on one or more Tracts.

"Single Family" means a group of individuals related by blood, adoption, or marriage, or unrelated roommates not exceeding the number of bedrooms in a Residence constitute a single-family under this paragraph.

"Structure" means any improvements on a Tract (other than a Residence), including a fence, wall, guest house, swimming pool, outbuilding, shop, barn, or similar improvement.

## **II. Clauses and Covenants**

### **1. Imposition of Covenants**

- a. Declarant imposes these Covenants on the Property described in Exhibit A. All Owners and other occupants of the tracts by their acceptance of their deeds, leases, or occupancy of any tract agree to and are subject to the Covenants.
- b. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Tract.
- c. Each Owner and occupant of a Tract agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

### **2. Survey map, Easements, and Setbacks**

- a. Incorporation by Reference. The survey, easements, and all other matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
- b. Utility Easements. Utility easements provided for each Tract's survey, and as shown on the Tract map for installation and maintenance of utilities are reserved for the benefit of all owners. No utility company, water district, or other authorized entity using these Easements shall be liable for any damage done 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 the 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.
- c. Use of Utility Easement Areas. Subject to the terms of any recorded easement, for utilities or water, an Owner may use that portion of a Tract lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
- d. Setbacks. No Residence or Structure shall be located on any Tract within twenty-five (25) feet from the front Tract line or nearer than ten (10) feet to a side Tract line and twenty-five (25) feet from the rear Tract line. Further, no vehicle, building, shed, animal cage, garden, or any other Structure may be stored in, parked on, or otherwise located within the setbacks established in this paragraph of record or shown on the Tract map.

### **3. Use and Activities**

- a. Single Family Residential, Agricultural or Recreational Use Permitted. Owners may use the Property for single-family residential, agricultural, or recreational purposes conforming with other applicable covenants, conditions, and restrictions.

**Covenants, Conditions and Restrictions**

- b. Permitted Use. Owners may construct one Residence for use by a Single Family on any portion of any Tract containing five acres or more.
- c. Business Use Limitations. The use of a part of a Tract as a situs of work and home occupations is permitted only after a Residence is constructed on the Tract and the use is an incidental use subject to the following limitations: (1) no display is permitted of products shall be visible from the street; (2) no mechanical equipment shall be installed or used except equipment that is normally used for domestic, craft and professional purposes; (3) no outdoor storage shall be used in connection with the business usage; (4) activities conducted under this section are in compliance with the remainder of this Declaration.
- d. Rubbish. Trash and garbage shall be kept in proper receptacles.
- e. Sewage Disposal. Any sewage disposal system must be designed, located, and constructed in compliance with state or county entities' requirements and standards.
- f. Prohibited Activities. Prohibited activities are –
  - g. any activity that is otherwise prohibited by this Declaration;
  - h. any illegal activity;
  - i. any nuisance or noxious or offensive activity;
  - j. any dumping of rubbish;
  - k. any open storage of –
    - i. building materials except during the construction or renovation of a Residence or Structure;
    - ii. unsightly objects unless completely shielded by a structure;
  - l. any keeping or operation of commercial dog kennels;
  - m. any keeping or operation of commercial chicken/swine houses or related poultry/swine business;
  - n. Storage of one (1) motor home or recreational vehicle is permitted on the Owner's tract once construction of the Residence has begun or upon completion of a Structure used to store motor home or recreational vehicle. The temporary use of a motor home or recreational vehicle is permissible by Tract owners for recreational purposes not to exceed 45 days per calendar year, and is permitted 60 days before and during the Residence construction unless stored in a Structure. Sewage must be disposed of offsite or into a septic system.

#### **4. Construction and Maintenance Standards**

- a. The following construction standards apply to Tracts.
  - i. *Minimum Tract Size.* No Owner may further subdivide a tract with less than five acres and any subdivision must comply with County or other applicable

authorities' requirements.

- ii. *Maintenance.* Each Owner must keep the Tract, Residence, and all Structures in a well-maintained and orderly condition and shall in no event permit the accumulation of garbage, junk vehicles, trash, or rubbish of any kind thereon.
- iii. *Reasonable Construction Period.* All Residence structure improvements, including but not limited to Residence, driveways, mailboxes, septic system, and water wells, must be completed within eighteen months from the date the slab or foundation is poured or installed. All non-residential or "out building" structures construction must end within nine months of the date on which the Structure's construction begins.
- iv. *Drainage.* Each Owner shall maintain and keep clean the drainage ways and culverts located on a Tract.

## **5. Residences and Structures.**

- b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be 1,500 square feet or greater.
- c. *Perimeter Fencing.* All fencing will consist of: (1) five to seven-wire barbed-wire, or (2) net or smooth wire field fencing, or (3) smooth wire horse fencing, or (4) four rail fencing.
- d. *Four Rail Fencing Construction Requirements:* Owners will use a 4" by 6" treated post on the centerline every eight feet. Each post secured with concrete in the ground, using a minimum of 120 lbs of concrete with four 2" by 6" treated wood, four board running boards, and 2" x 6" treated top rail.
- e. *Guest House.* Only one Structure other than the Residence can have any type of living facility, limited to 1200 square feet of living space. Such guest quarters created an amenity of the Residence and in no way constitute another Residence.
- f. *Mobile Homes.* In addition to the other restrictions contained in this document, any "trailer home," "double-wide," "mobile home," "modular home," or "manufactured home" placed on the property must meet or comply with the standards and requirements for the installation and construction of manufactured housing in accordance with the Texas Manufactured Housing Standards Act. V.T.C.A., Occupations Code §1201.001.
- g. *Air Conditioning.* No Owner will use window or removable air conditioners in a Residence or other Structure.

## **6. General Provisions**

- a. *Enforcement and Waiver.* The Declarant or any Owner shall have the right to enforce, by any proceeding at law or equity, all easements, and Covenants imposed by this Declaration. Failure to enforce any Covenant shall not be deemed a waiver of the right of enforcement either concerning the violation in question or any other

violation. All waivers must be in writing and signed by the party to be bound. The Declarant shall have no liability for such enforcement or non-enforcement.

- b. *Term.* This Declaration runs with the land and is binding for a term of ten (10) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within six (6) months before the end of a term, sixty-seven (67%) percent of the Owners vote not to extend the term. Each Tract has one vote.
- c. *Corrections.* The Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
- d. *Amendment.* During the Development Period, this Declaration may be amended only by the Declarant. After that, this Declaration may otherwise be amended at any time by the affirmative vote of sixty-seven percent (67%) of the Tract Owners. Each Tract has one vote. An instrument containing the approved amendment will be signed by the Tract Owners in favor of the amendment and recorded in the Official Public Records of Austin County, Texas. Owners will be provided with a copy of the amendment after adoption.
- e. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
- f. *Notices.* Any notice required by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
- g. *Pre-suit Mediation.* If a dispute arises out of or relates to this Declaration or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, using an agreed-upon mediator.
- h. *Covenants Running with the Land.* These restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the 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 Tract, and each Tract Owner.
- i. *Subordination.* No breach of the covenants or other restrictions in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value on the above-described Property or any parcel in it; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

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

**Valkyrie Jones, LLC,**  
a Texas limited liability company

By \_\_\_\_\_  
Name: Brodrick Norman  
Title: Manager

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Brodrick Norman, as Manager of Valkyrie Jones, LLC, a Texas limited liability company, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

After Recording, return to:

Valkyrie Jones, LLC  
133 North Friendswood Drive #202  
Friendswood, TX 77546