

JF 514765

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS §
COUNTY OF HAYS §
§ KNOWN ALL BY THESE PRESENTS:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made the 11 day of July, 2000 by the LDL LOWE FAMILY PARTNERSHIP, LTD. ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Hays County, Texas, to wit:

LOT 1-A, A REPLAT OF TRACTS 1 & 2, IN DRIPPING SPRINGS RANCH PHASE 2, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 9, Page 84, Plat Records of Hays County, Texas; and

WHEREAS, Declarant desires to take advantage of the presently existing unique geographical features of the Property and proposes to establish and implement sophisticated plans and aesthetic considerations in order to provide for orderly development of the Property, and, to this end, desires to subject the Property to the Covenants, Conditions, Restrictions and easements hereinafter set forth; and

WHEREAS, Declarant desires to impose said covenants, conditions, restrictions and easements on the Property and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to control and maintain the quality and distinction of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied by all parties having any right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, subject to the covenants, conditions, restrictions and easements (sometimes collectively referred to herein as the "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

1.01. The following words, when used in this Declaration or any supplemental Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

1.011. Property. "Property" shall mean and refer only to the real property described above.

1.012. Unit. "Unit" shall mean and refer to any building now or hereafter erected, constructed or situated upon any of the Lots in the Property designed and built in conformity with the building restrictions set forth herein.

1.013. Lot. "Lot" shall mean and refer to any one (1) of the plots or tracts of land of the Property.

1.014. Owner. "Owner" shall mean and refer to each and every person or entity (whether one or more) who or which is a record owner of a fee or undivided fee interest in any portion of the Property subject to these Covenants, Conditions and Restrictions; however, the word "Owner" shall not include persons or entities who hold a bona fide lien or interest in the Property as security merely for the

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performance of an obligation (specifically including, but not limited to, any mortgagee or trustee under a mortgage or deed of trust) unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

1.015. Declarant. "Declarant" shall mean and refer to the LDL Lowe Family Partnership, Ltd., and the successors and assigns, if any, of the party with respect to the voluntary disposition of all (or substantially all) of the assets and/or interest of said party, and/or the voluntary disposition of all (or substantially all) of the right, title and interest of said party in and to the Property prior to the completion of development thereon and/or any assignee who shall receive by written assignment to such assignee from said parties all or a portion of its rights hereunder as Declarant. No person or entity merely purchasing one (1) or more Lots from Declarant in the ordinary course of business shall be considered as Declarant.

ARTICLE II
RESTRICTIONS AND COVENANTS
PERTAINING TO USE OF LOTS AND UNITS

2.01 The Property (and the improvements situated thereon) shall be occupied and used subject to the following covenants and restrictions:

2.011. Residential and Agricultural Purposes. Each Lot and Unit shall be used exclusively for single family residential purposes or agricultural business consistent with containing and maintaining an agricultural tax exemption; whether the occupants are Owners of the Lot or are occupying a Unit pursuant to a rental or leasing arrangement. Except for the leasing or renting of any Unit, no such Lot or Unit shall be used for any nonagricultural commercial business, or professional purpose, or as a church or religious meeting place, except that Declarant may conduct its sales and marketing program for the Property from any Unit owned by it. Units may include quest quarters.

2.012. Violation of Laws. No owner shall permit anything to be done or kept in his Unit or on his Lot which would violate any applicable public law or zoning ordinance.

2.013. Animals. No animals or fowl shall be permitted other than those types of animals or fowl normally found on rural property which are raised for personal family use and/or pleasure on a strictly non-commercial basis, or for agricultural business consistent with obtaining and maintaining an agricultural tax exemption. Permitted types of animals shall include horses, chickens, no more than two llamas, and household pets. No swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feeding or commercial operations, expressly including commercial kennels are not permitted, except animals for 4-H and FFA purposes. If any member of any owners' family is under the age of nineteen (19) and is a bona fide member of a 4-H Club or Future Farmers of America Club, then one animal per each member (but not in excess of three animals in the aggregate) shall be permitted for the purposes of raising such animal for competition or as part of a club project; provided, however, that (1) such animal shall be kept in a sightly pen or other enclosure; (2) the Lot shall be kept clean and in a sanitary and orderless condition; and (3) the animal shall be removed from the Lot upon completion of the competition or dub project. Chickens (no guinea fowl or pea fowl) shall be permitted, provided their number is limited to three (3) per acre. Shelter for these animals shall be located on the rear one-third (1/3) of the Property, not visible from the road, minimum of fifty feet (50') from the side property line, and neatly maintained. A maximum of two (2) dogs per Lot shall be permitted. Exotic game shall be allowed upon the Property, with the exception of those that would affect the health, safety and/or welfare of any other Property owners. Any and all animals, including household pets require appropriate fencing to confine them to their Lot. No animal shall be permitted until this appropriate fencing is completed.

2.014. Storage of Vehicles. No boats, motorboats, houseboats or other similar vehicles, trucks, buses, trailers, mobile homes, recreational vehicles, campers or other vehicles, except conventional, operational passenger automobiles or pickup trucks, may be parked, maintained, stored or kept on the Property unless located in an area which is not visible from any private or public roadway or easement. Irrespective of vehicle type or location on the Property, a vehicle which is not operational may not be located on the Property for a period in excess of fourteen (14) days.

2.015. Garbage and Trash. No residential Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All garbage shall be kept in sanitary containers in appropriate locations.

2.016. Offensive Activities. No noxious or offensive activity shall be conducted on any portion of the Property that will adversely affect the peace, quiet, comfort or serenity of any other Owners. This prohibition shall include noise pollution such as barking dogs, other noisy animals or loud music.

2.017. Accumulation of Junk. Accumulation of scrap, junk, used materials, inoperative automobiles or machinery, or other unsightly storage of personal property shall be prohibited within the Property.

2.018. Firearms. The use or discharge of firearms is expressly prohibited within the Property

ARTICLE III
AFFIRMATIVE AND PROTECTIVE COVENANTS
APPLICABLE TO CONSTRUCTION OF UNITS

3.01. Construction Materials. Each residential structure or Unit constructed or placed upon each Lot shall have exterior building materials (the term "exterior" being deemed to include any wall surfaces which may be visible to one or more other Owners or the general public) of masonry, stone, brick, stucco or wood materials. All residential dwellings and garages shall have a minimum of fifty percent (50%) masonry construction. All buildings erected on the Property shall be of new construction and materials. No pre-manufactured, modular housing or mobile home, or any other similar structures or materials, shall be brought onto and/or erected on a Lot. No buildings or portion of buildings of old materials may be moved onto the Property. No shiny metal roofs painted silver, or roofs composed of a reflective surface, are allowed.

3.02. Minimum Lot Size. No more than one residence and one guest house shall be erected on the Property.

3.03. Minimum Residence Size. No residence shall be erected on any part of the Property having a floor area, exclusive of attached garages/carports or other similar appendages, of less than 1,600 square feet of floor space (measured to exterior walls).

3.04. Completion of Construction. The entire exterior walls of all dwelling units or other buildings constructed on the Property must be completed with reasonable diligence, and in any event within nine(9) months after the commencement of site work thereon or the placing of construction materials on the building site, whichever first occurs, unless completion is prevented by war, labor stoppages or force majeure. The term "completed" means the finishing of all exterior walls.

3.05. Building Setback. No structure shall be located nearer than fifty feet (50') to any exterior lot line bordering on any street, nor nearer than ten feet (10') to any interior lot line, as measured from the extremities of the roof overhang; except that if one structure is constructed on the homesite consisting of more than one Lot, the combined area shall for this purpose be considered as one Lot.

3.06. Garages or Carports. There shall be constructed and maintained with and for each Unit at least two(2) off-street automobile parking spaces, both of which shall be enclosed by a garage, either attached or unattached, or covered by an attached carport. If a garage is separated from the residence, then the garage shall be located no closer to the nearest roadway than the nearest portion of the residence. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street.

3.07. Temporary and Storage Structures. No garage trailer, tent, shack, barn, or other outbuilding shall be used for residential purposes on the Property, on a temporary or permanent basis. Temporary contractors' buildings may be used during construction of Units. Structures used for storage purposes shall be erected or placed so that they shall not be visible from any roadway, or placed within the one-third (1/3) of the parcel being the farthest away from any roadway. Storage structures shall be neatly maintained.

3.08. Sewerage. The drainage of any sewage into any road, ditch, surface easement, or water body, either directly or indirectly is prohibited. Outside toilets, privies and cesspools shall be prohibited on the Property except for temporary chemical toilets placed at an active construction site.

3.09. Fence. All fencing along Westland Ridge Road and Brady Pass will conform to the fencing along the frontage of Dripping Springs Ranch Road and Cattle Trail Drive.

ARTICLE IV UTILITIES

4.01. Easements. Easements for installation and maintenance of utilities and drainage facilities are located in the right-of-way dedicated for any road. Within these easement, no structure or materials shall be placed or permitted to remain which may change the direction of flow or surface water drainage in the easements. Within such easements the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstructions or improvements that may be placed within any such easement for the purposes set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the Owner of the tract, except for these improvements from which a public authority or utility company is otherwise responsible. A utility easement may be used for any and all utilities, including water, sewage, disposal, telephone, gas, electricity and cable television, unless expressly limited to specific use on a recorded plat or instrument of conveyance into the Owner.

4.02. Ownership. The title conveyed to any portion of the Property shall not be held or construed to include the title to any water, gas, electricity, telephone, storm sewer or sanitary lines, poles, conduits or other appurtenances or facilities constructed by the Declarant or public utility companies upon, under, along, across or through such public utility easements; and the right (but not the obligation) to construct, maintain, repair and operate such Systems, utilities appurtenances, and facilities is reserved to the Declarant, its successors and assigns.

4.03. Access and Maintenance. When necessary or convenient for the installation of any utility, the company making such installation in utility easements dedicated on the above-mentioned Plat or dedicated herein or hereafter created in the Property, may, where necessary, without liability to the Owner of the Lot encumbered by such utility easements, remove all or any trees and other vegetation within the utility system, or systems. Declarant or the utility company may trim trees and shrubbery or roots thereof which overhang or encroach into such easements, without liability to the Owner of such shrubbery or trees.

4.04 Service Drop Easements. The utility companies or public utilities serving the Property shall have service drop easements for the installation and maintenance of underground or aerial utility lines or pipes from the utility easements shown or provided for on the recorded Plat to the meter or connection for such utilities upon each Lot or the improvements erected upon such Lot. Such service drop easement shall be at the location selected by the utility company or public utility and shall be five (5') feet in width, the center line of which shall be the lines, pipes or other connections necessary to provide such Lot or improvements with such utility service.

ARTICLE V
GENERAL PROVISIONS

5.01. Binding Effect and Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant and the Owners and/or their respective heirs, successors and assigns, for a term of thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods for ten (10) years unless an instrument signed by the then existing Owners of no less than seventy-five percent (75%) of the acreage contained in the Property has been recorded in the Deed Records of Hays County, Texas, agreeing to abolish these Covenants, Conditions and Restrictions; provided, however, that no such agreements to abolish shall be effective unless made and recorded at least one (1) year in advance of the effective date of such change. In the instances of acreage owned as community property, for purposes of this Article V, the signature of either the husband or wife shall be effective or inclusion of such acreage in the seventy-five percent (75%) voting to abolish these Covenants, Conditions and Restrictions.

5.02. Amendments by Declarant. During the ten (10) year period immediately following the date of the recordation of this Declaration, Declarant may amend or change these Covenants, Conditions and Restrictions with the consent of the Owners of at least sixty percent (60%) of the acreage contained in the Property covered by this Declaration, evidenced by a document in writing bearing each of their signatures. Any and all amendments shall be recorded in the Office of the County Clerk of Hays County, Texas.

5.03. Amendments by Owners. Except as provided in Section 5.01 and 5.02 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part only with the consent of the Owners of seventy-five percent (75%) of the acreage contained in the Property covered by this Declaration, evidenced by a document in writing bearing each of their signatures and recorded in the Office of the County Clerk of Hays County, Texas.

5.04. Enforcement. Enforcement of these Covenants, Conditions and Restrictions may be by any proceeding at law or in equity by Declarant and/or any owner against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants, Conditions and Restrictions, but failure herein contained shall in no event be deemed a waiver of right to do so thereafter. With respect to and litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party.

5.05. Validity. Violation of or failure to comply with these Covenants, Conditions and Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any Lot. Invalidation of any one or more of these Covenants, Conditions and Restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any

portion of these Covenants, Conditions and Restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by any governmental authority having jurisdiction over the Property, then such governmental requirement shall control.

5.06. Headings. The headings contained in this Declaration are for reference purposes only and shall not in anyway affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vise versa, unless the context requires otherwise.

5.07. Notice of Owners. Any notice required to be given to any Owner of Property under the provisions of this Declaration shall be deemed to have been properly delivered which deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the Owner of such Property in the Official Public Records of Hays County, Texas, at the time of such mailing.

5.08. Notice of Mortgagees. The holder of a mortgage shall be furnished with written notification from the Declarant of any default by respective mortgagor/Owner in the performance of such mortgagor's/Owner's obligation (5) as established by this Declaration, provided that the Declarant has been theretofore furnished, in writing, with the correct name and address of such holder's and a request to receive such notification.

5.09. Roadways. No part of any Lot may be used for a roadway leading to other privately owned property outside the Property.

5.10. Construction Activities. Nothing in this Declaration shall be construed so as to unreasonably interfere with, or prevent, normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area.

5.11. Sale of Alcohol. The sale of beer, liquor, or other intoxicants shall never be permitted upon the Property or any Lot

5.12. Antennae. No exterior radio or television antenna, or serial or satellite dish receiver (except such satellite dish not exceeding eighteen inches in diameter), or other devises designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or other entertainment purposes shall be erected maintained.

5.13. Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on the Property.

5.14. Subdividing. No Lot shall be further divided or subdivided to create a new Lot containing less than five (5) acres, nor may any easements or other interests in the Lot less than the whole be conveyed by the Owner; provided, however, that when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole.

5.15. Signs. No sign of any kind shall be displayed to the public view on the Property, except for signs which are part of Declarant's overall marketing plan for the Property. The Declarant may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

5.16. Noise. No exterior horns, whistles, bells, or sirens (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

IN WITNESS WHEREOF, the LDL Lowe Family Partnership, Ltd., Larry Kenneth Lowe and Loretta Daphne Lowe, collectively the Declarant rant herein, have caused this instrument to be executed this the 11 day of July, 2000.

EXECUTED on the 11 day of July, 2000.

LDL LOWE FAMILY PARTNERSHIP, LTD.
By its general partner, LDL, Inc.

By: Brady Lowe
Brady Lowe, President

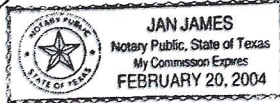
STATE OF TEXAS

COUNTY OF Texas

This instrument was acknowledged before me this 11 day of July, 2000 by Brady Lowe, President of LDL, Inc. a Texas corporation, which is the general partner of LDL Lowe Family Partnership, Ltd. a Texas limited partnership, on behalf of said partnership.

My Commission expires: _____

Notary Public, State of Texas



Return to:
TEXAS PROFESSIONAL TITLE, INC.
2300 Lohman's Crossing Rd.
Suite 106
Austin, Texas 78734

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jul 13, 2000 at 04:02P

Document Number: 00016317

Amount 21.00

Lee Carlisle
County Clerk
By
Lynn Curry, Deputy
Hays County