

Doc 00021185 Bk 00 Vol 1379 Pg 624

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TRIPLE R RANCH SUBDIVISION, UNIT 1

STATE OF TEXAS }
 } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILSON }

This Declaration, made on the date hereinafter set forth by LA VERNIA HOMES, LTD., a Texas Limited Partnership, duly authorized to do business in the State of Texas, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain Tract of land known as TRIPLE R RANCH SUBDIVISION, UNIT 1, being a Subdivision situated in Wilson County, Texas according to the plat ("Plat") of TRIPLE R RANCH SUBDIVISION, UNIT 1, recorded in the office of the County Clerk of Wilson County, Texas on the 8th day of January, 2007, after having been approved as provided by law, and being recorded in Book Volume 10, Pages 24, in the records of plats of Wilson County, Texas (hereinafter referred to as the "Properties" or the "Subdivision"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plat for the benefit of both the present and future owners of Tracts in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon TRIPLE R RANCH SUBDIVISION, UNIT 1, and declares the following reservations, easements, restrictions, covenants, and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1.01 "Properties" shall mean and refer to TRIPLE R RANCH Subdivision, UNIT 1, as shown by the plat thereof recorded in the Plat Records of Wilson County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

Section 1.02 "Builders" shall mean and refer to persons or entities that purchase Tracts and build speculative or custom homes thereon for third party purchasers.

Section 1.03 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Tract in the Subdivision.

Section 1.04 "Developer" The term "Developer" shall mean LA VERNIA HOMES, LTD., as well as any other person or entity who is a successor to LA VERNIA HOMES, LTD., or who shall have had their rights or duties as Developer assigned to them.

Section 1.05 "Tract" shall mean and refer to any plot of land identified as a Tract or home site on the plat of the Subdivision.

Section 1.06 "Owner" shall mean and refer to the record owner, (which shall include any purchaser under contract with the Texas Veterans Land Board) whether one or more persons or entities, of fee simple title to any Tract which is a part of the Properties, including (i) contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those who have only an interest in the mineral estate, (ii) Developer (except as otherwise provided herein,) and (iii) Builders.

ARTICLE II
RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision map of the Property. The plat ("Plat") of the Subdivision dedicates to the Public for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain reservations, exceptions and dedications applicable to the Property.

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All dedications, restrictions and reservations created herein or shown on the Plat, re-plats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves the non-exclusive right to use the utility easements and right-of-ways shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Wilson County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of water, electric lighting, electric power, telegraph and telephone line or lines, storm surface or underground drainage, cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Property. Should any utility company furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Nothing contained herein shall impose any obligation on Developer to construct or maintain any utilities. Neither Developer nor any utility company, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Tracts by contract for deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water system, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their Tracts which are utilized for or service other Tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Tract. Developer expressly reserves a perpetual signage easement for the placement of an advertising sign(s) on Tract 1, as described in recorded plat map.

Section 2.04 Utility Easements.

- (a) Utility easements have been dedicated in accordance with the Plat.
- (b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Tract subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by a Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.
- (c) In the event that a single owner shall own two or more adjacent Tracts used as a single building site, then the 15' Utility Easement along the interior and common Tract lines shall be considered vacated so long as no utilities have been previously installed therein. However, in the event that one such Tract shall thereafter be conveyed to any third party, the interior Utility easements along such interior and common Tract line shall again burden both such Tracts.

Section 2.05 General Drainage Easements. The Plat generally dedicates a thirty foot (30') wide drainage easement centered on all natural runoff channels, creeks, or swales, in addition to those drainage easements specifically shown and dedicated on the Plat. Property owners are advised that they are responsible for maintenance of drainage easements on their property, and may not utilize these easements for any purpose detrimental to their intended use (i.e. no fences, shrubbery, structures or septic tank drain fields). Developer, its successors and assigns, reserves the right, but not the obligation, to more specifically identify these natural runoff channels, creeks, and swales to the extent that such identification is necessary or convenient for a Tract Owner. Should a Tract Owner request such identification and Developer, in its sole discretion, employs an engineer or surveyor to assist in the identification process, the Tract Owner shall pay the fees and costs for such expert assistance. The written identification of such natural runoff channels, creeks, or swales may be reduced

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to a written notice filed in the Real Property Records of Wilson County, Texas, which shall supersede and replace, for said Tract, the general Plat reference to same. Any drainage pattern and/or earthen tank embankment established on the property cannot be altered or blocked in any manner whatsoever.

ARTICLE III
USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be constructed on any Tract other than one single family residential dwelling with a detached or attached garage or carport. In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage or (b) one guest house, so long as such guest house is attached to the primary residence by a common roof (including a roof over an open breezeway). There may be only one garage apartment or one connected guesthouse, but not both. There may also be constructed work shops, barns, and outbuildings so long as they are of good construction, and kept in good repair, and are not used for temporary or permanent residential purposes. Any pre-existing outbuildings, barns or similar improvements may continue to remain on the property. All plans and specifications for residential dwellings and other structural improvements must be approved in writing by Developer its successors or assigns, prior to being constructed. The term "dwelling" does not include single-wide, double-wide or multi-section manufactured homes, and said manufactured homes are not permitted within this Subdivision. Any single story residential dwelling must have at least 1,600 square feet of living area, and any multiple story residential dwelling must have at least 1,800 square feet of living area, with at least 1,000 square feet included within the first story. All porches, garages, guest dwellings, and outbuildings are excluded from the definition of living area and will not be considered in determining compliance with the minimum square footage requirements set forth above. All dwellings and outbuildings must be constructed with new materials, except that used brick, stone, wooden beams, and doors may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the subdivision. All residential dwellings must be site built and constructed upon a monolithic full concrete slab foundation, more specifically, no concrete pier, beam or similar structure may be used as a foundation. Each residence must have a minimum of seventy-five percent (75%) brick, rock or stucco masonry construction on exterior walls. Cement siding (for example, Hardi-Plank) may not be used to fulfill any portion of the masonry requirement hereunder. Any building, structure or improvement commenced on any Tract shall be completed as to exterior finish and appearance within six (6) months from commencement date. During construction of a residence, it is required to have a construction dumpster for container storage of trash and building construction debris, and a portable construction toilet for construction workers. Both dumpster and construction toilet must be removed immediately upon completion of construction. As used herein, the term "single family residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Tracts, or the use of said Tracts for duplex houses, four-plexes, condominiums, or apartment houses. It is specifically agreed that Tract Owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property. No residence shall be occupied even on a temporary basis until water service is connected and an approved private sewage disposal system is installed. Mail will be delivered to and placed in multi-unit cluster boxes (NDCBU). Each Tract owner must contact the U.S. Post Office for mail service.

Section 3.02 Tract Lines / Setbacks. No building of any kind shall be located on any Tract nearer than fifteen (15') feet to the side or rear property line, or nearer than seventy-five (75') feet from front property line facing any public road. However, Tracts 22 and 26 have an additional forty (40') feet building set back as shown on the recorded plat map, and Tracts 23, 24 and 25 have an additional ninety (90') feet building set back as shown on the recorded plat map. The Developer reserves the right to grant exceptions to the setback lines except for existing utility easements shown on the plat and upon filing notice of such exception for record in the real property records of Wilson County, Texas, the setbacks in such exception shall supersede and replace the setbacks established in the Subdivision plat. "Rear and side Tract lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole Tracts owned by the same owner and used as a single building site, shall mean, respectively, the outermost rear Tracts lines and side Tract lines considering said contiguous whole Tracts as one Tract. However, in the event that a single owner shall own two or more adjacent Tracts, and shall thereafter convey one to any third party, the interior Tract lines between the Tracts then owned by separated owners shall be burdened by the setback lines described herein. All dwellings placed on a Tract must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

Section 3.03 Use of Temporary Structures. No structure of a temporary character, whether trailer, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently. However, the Developer reserves the

exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements within the Subdivision. This sentence shall take precedence over any conflicting provisions of these Subdivision restrictions.

Section 3.04 Fences. All fences must be constructed with new materials.

Section 3.05 Prohibition of Offensive Activities. Except as provided in Section 3.18, operation of a business on a Tract will not be permitted. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No noxious or offensive activity shall be carried on upon any Tract nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

Section 3.06 Minimum Tract Area. The Texas Veterans Land Board may sever a homesite parcel from any Tract owned by them. Otherwise, no Tract shall be subdivided without the consent of the Developer, its successors and assigns, which consent may be granted or withheld at the sole discretion of the Developer, its successors or assigns.

Section 3.07 Water Wells. A permit is required from Evergreen Underground Water District for a private water well. Site location for any water well must be such that any required sanitary easement is provided for and contained solely on that Tract. It is the intent hereof to prohibit any water well, which might impair or limit in any way whatsoever the use of any other Tract because of the water well and sanitation requirements related to same.

Section 3.08 Storage, Garbage, Refuse, and Prohibited Items. No Tract shall be used or maintained as a dumping ground for rubbish. No Tract shall be used for the open storage of any materials whatsoever, which storage is visible from the road. However, any new building materials used in the construction of improvements erected upon any Tract may be placed upon such Tract at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without un-due delay, until the completion of the improvements, after which time those materials shall either be removed from the Tract or stored in a suitable enclosure on the Tract. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways. No household trash or garbage may be burned anywhere on the Tract. No inoperative or unlicensed automobile shall be placed on any Tract except in an enclosed structure, which meets the requirements of these restrictions. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property. No dump trucks, commercial trucks (commonly referred to as eighteen (18) wheelers) or heavy commercial equipment may be parked on or near any Tract except temporarily as needed for residential construction purposes. Farm related equipment for maintenance of property shall not be considered heavy commercial equipment.

Section 3.09 Unightly Storage. No unsightly trucks or vehicles shall be stored or kept on any Tract, and no automobile or other vehicle shall be kept on any Tract for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents, and such use shall in no way cause a nuisance to the public or other property owners. All vehicles must have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways. No junk, wrecking or auto storage yard shall be located on any Tract, specifically no cars shall be kept in sight of road or neighbors for more than sixty (60) days if not in running order.

Section 3.10 Off-Road Parking. Both prior to and after the occupancy of a dwelling on any Tract, the Owner shall provide appropriate space for off-road parking for his vehicles.

Section 3.11 Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 3.01 above. No sanitary sewage disposal system shall be installed on any Tract until a permit is issued by the regulatory authority having jurisdiction over same.

Section 3.12 Signs. No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any Tract except one (1) professionally made sign not more than 18"x24", advertising an Owner's Tract for sale, rent or during home construction. Developer shall have the right to remove any such sign, which is placed on any Tract in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal. Developer shall have the right to erect any size sign for the purpose of identifying and advertising property.

Section 3.13 Driveways. No driveway shall be constructed on any Tract until all required permits from the appropriate regulatory agencies have been obtained.

Section 3.14 Drainage. Natural established drainage patterns of streets, tracts or roadway ditches will not be impaired by any person or persons. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb nor shall other such impediment to the free flow of water be installed or altered, without prior written consent of the Developer, its successors, heirs or assigns.

Section 3.15 Hunting/Firearms. Discharging of firearms for hunting and/or target practice is expressly prohibited in the subdivision.

Section 3.16 Prohibited Use of Tract as Roadway. No Tract or any part of a Tract shall be used as a street, access road, or public thoroughfare without the prior written consent of the Developer, its successors or assigns. No access through TRIPLE R RANCH SUBDIVISION, UNIT 1 is allowable by adjacent property owners, without the express written consent of Developer, its assigns, heirs or successors.

Section 3.17 Animals. Provided that such use does not create any condition conflicting with the residential nature of the Subdivision, the following animals may be raised or kept on the property:

1. Household pets, such as cats, dogs and birds.
2. Livestock animals raised for 4-H or FFA school supervised programs, as long as used for a school project.
3. Horses and cattle, provided that a total of no more than one head per acre of area (with the size of Tract rounded either up or down to the nearest even acre) is kept on a Tract. Otherwise, no animals may be raised or maintained on any Tract. In no case shall any commercial feedlot operation be allowed, nor the breeding and raising of animals as a commercial operation.
4. No pigs or hogs may be raised, kept or bred, except for 4-H or FFA school supervised programs.
5. Dogs must be kept in fenced in area or under leash.

Section 3.18 Home Office/Telecommuting. This activity is permissible when conducted by a person in his residence. No other business shall be allowed. To be considered as a home office/telecommuting activity, the following applies: (a) The activity shall be at the residence of the person conducting the activity and it shall be entirely contained within the personal residence. (b) The activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees. (c) The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity shall not exceed 20% of the residential living area square footage. (d) The activity does not result in an objectionable noise, nor does it increase traffic volume or additional parking. (e) The activity does not include any window or outdoor displays and does not include any retail sales on the property. The residence where the activity is located shall not be used as a point for customer visits, customer pick-up or customer deliveries. Outdoor storage of any items related to the activity is prohibited.

ARTICLE IV GENERAL PROVISIONS

Section 4.01 Covenants Running With The Land. All of the restrictions, covenants, and easements, herein provided for and adopted apply to each and every Tract, and shall be covenants running with the land. The owner of any Tract in the Subdivision, or any Unit thereof, shall have the right to either prevent a breach of any such Restriction or covenant, or enforce the performance thereof, by suit in law or equity, by way of injunction or damages, filed in any Court of competent jurisdiction. Nothing herein shall be construed as compelling the Developer to enforce any of these provisions, nor shall the failure of the Developer to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Developer shall have no liability or responsibility at law or in equity on account of enforcement of, or on account of the failure to enforce these restrictions. The Tracts in this subdivision are not subject to an assessment (fee payable by the Tract owner) by a property owners association. There is no property owners association which uses money collected from assessments to enforce restrictive covenants covering this subdivision. There is no state or local government organization whose job is to enforce the restrictive covenants covering this subdivision. Therefore, the duty to enforce the restrictive covenants is the responsibility of each Tract owner.

Section 4.02 Developer's Exemption. The Developer shall not be subject to these Subdivision Restrictions, and no person, entity or owner shall be entitled to maintain a suit at law or in equity against the Developer for any alleged violations of these Restrictions by Developer. The Developer further expressly reserves the right to grant any waiver or variance from any of these Restrictions, and unilaterally amend same, however, Developer shall not have the authority to grant any waiver or amendment which has the effect of removing the limitation on the use of the property as single family residential dwelling. Rather, regardless of any authority given to or retained by Developer, all Tracts shall be used exclusively for a single family residence as defined in Article III,

USE RESTRICTIONS, Section 3.01 of these subdivision restrictions. Developer, however, shall have the right to make use of any Tracts then owned by Developer for Developer's purposes, including, but not limited to, sales offices, parking areas, storage and maintenance facilities, and storage and maintenance of equipment. Developer reserves the right to construct and develop additional dedicated county roads over and across any tract owned by the Developer, along with any re-platting as may be required. Each tract owner hereby consents, without protest, to non-notification and without notice publication, as stated in the Wilson County Subdivision Regulations, under Re-plat Revisions Procedures, and further allows Commissioner's Court to permit the re-plat. The Developer expressly retains the right to acquire and subdivide adjacent properties and connect the Subdivision road(s) to same in order to provide ingress and egress thereto in establishing continuing development of such future development.

Section 4.03 Amendments by the Developer. The Developer shall have and reserves the right until February 1, 2009, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that 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 adversely affect the vested property or other rights of any owner or his Mortgagor.

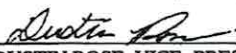
Section 4.04 Partial Invalidity. Invalidation of any covenant or restriction (by Court Judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others, the conditions so violated or any other conditions. The Developer and/or their designees may, on any Tract and/or Tracts then owned by them, construct, maintain, use and allow to be used by others a sales office and storage facilities and Article III shall not apply thereto.

Section 4.05 Term and Amendments. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Owner of any Tract, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from this date, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. Subject to Section 4.02 paragraph hereto, the covenants, conditions and restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Tract Owners; during any succeeding ten (10) year periods, the covenants, conditions, and restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Tract Owners. No amendment shall be effective until recorded in the Deed Records of Wilson County, Texas, nor until the approval of any governmental regulatory body, which is required, shall have been obtained.

EXECUTED this 8th day of January, A.D. 2007.

LA VERNIA HOMES, LTD.

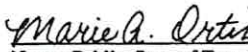
RURAL MANAGEMENT, L.L.C., GENERAL PARTNER


BY: DUSTIN ROSE, VICE- PRESIDENT

THE STATE OF TEXAS }

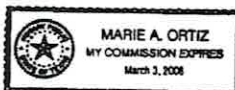
COUNTY OF WILSON }

This instrument was acknowledged before me on January 8, 2007 by DUSTIN ROSE, Vice-President of RURAL MANAGEMENT, L.L.C., GENERAL PARTNER of LA VERNIA HOMES, LTD., on behalf of said entity.


Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
LA VERNIA HOMES, LTD.
P.O. Box 430
La Vernia, Texas 78121-0430

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Filed for Record in:
Wilson County
by Eva S. Martinez
County Clerk

On: Jan 08, 2007 at 10:02A

As a Recording

Document Number: 00021185
Total Fees : 40.00

Receipt Number - 58422
By,
Judy Flewing,

Any provision herein which restricts the sale, rental, or use
of the described realproperty because of color or race is
invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF WILSON

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 duly RECORDED in Official Public
Records the Volume: 1379 and Page: 630 of the named
records of: Wilson County
as stamped herein by me.

Jan 08, 2007

 *Eva S. Martinez*
COUNTY CLERK
WILSON COUNTY, TEXAS