2021045004 DECLARATION 11/04/2021 08:12:25 AM Total Pages: 12 Fees: \$56.00 J. A. "Andy" Harwell, County Clerk - McLennan County, Texas

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Of Mt. Moriah Acres, a development in McLennan County, Texas

This Declaration of Covenants, Conditions, and Restrictions of Mt. Moriah Acres, a development in McLennan County, Texas, is made as of October 2(, 2021, by FM Land Holdings LLC., a Texas limited liability company ("Declarant"), whose mailing address is 5701 W. Slaughter Lane, Bldg. A130, Austin, TX 78749.

Recitals

- 1. Declarant is the owner of all that certain real property ("the Property") located in McLennan County, Texas known as Mt. Moriah Acres and described as follows: Being a 96.174-acre tract, lying in the Ignacio Galindo Survey, Abstract No. 17, McLennan County, Texas, and being that same property described in Special Warranty Deed with Vendor's Lien to FM Land Holdings, LLC, recorded in Document Number 2021027874 Official Public Records of McLennan County, and more particularly described in Exhibit A attached hereto and made a part hereof for all purposes.
- 2. Declarant contemplates dividing the Property into several tracts, parts and parcels as generally shown in Exhibit B attached hereto and made a part hereof for all purposes (as may be amended from time to time hereafter, the "Plat").
- 3. Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular tracts, parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
- 4. This general plan will benefit the Property in general, the tracts, parts and parcels that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
- 5. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general plan development.

NOW THEREFORE, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant hereby restricts the Property according to the following covenants, conditions, easements and restrictions in furtherance of this general development plan for the Property and declares that all of the Property and each Lot (as defined below) shall from and hereafter the date hereof be held, sold, and conveyed subject to the following covenants, conditions, easements and restrictions:

Article 1 Imposition of Covenants, Conditions, Easements, and Restrictions

Each Lot (as defined below) is subject to all of the covenants, conditions, easements and restrictions set forth in this Declaration, shown on the Plat, or filed of record in the real property records of McLennan County, Texas, and each Owner shall be deemed to have taken notice of all

such covenants, conditions, easements and restrictions.

Article 2 Definitions

- 2-1 "Developer" means Declarant and any assignee of Declarant of the rights of "Developer" under this instrument. "Developer" also means Declarant's successors and assigns who acquire or own the entirety of the development but will parcel it into undeveloped Lots from Declarant for the purpose of development.
- 2-2. "Lot" means each tract, part and parcel of the Property, as shown on the Plat or as described in a conveyance of a particular tract, part and parcel of the Property by Developer.
- 2-3 "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property.
- 2-4 "Main Road" means any county, state or otherwise publicly maintained road which is contiguous to any Lot.
- 2-5 "Mobile Home" also known as modular, prefab, or factory home, means any prefabricated house assembled in a factory and then transported to site of use.

Article 3 Exterior Maintenance

If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or its assignee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, the exterior of any buildings and other improvements located on the Lot at expense of the Owner.

Article 4 Use Restrictions and Architectural Standards

4-1 Residential, Light Commercial and/or Agricultural Use Only. All Lots shall be used for single family residential purposes, Light Commercial (as defined below) and/or agricultural uses. No retail or high traffic commercial activity shall be permitted. No commercial activities shall be permitted outside of daylight hours. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. Agricultural use consists of any use for agriculture that does not otherwise run afoul of the provisions of these restrictions. Airbnb/VRBO, short term rentals, and other similar course activities are allowed. "Light Commercial" means that a Lot may be used for rendering professional services, a "bed and breakfast," lodging rentals (short and/or long term), or tourist lodging as long as (a) such use or services do not attribute to the Lot any appearance of a commercial or non-residential use, (b) no sign of any nature indicating such use or services is displayed on or near the Lot, and (c)

use of a Lot for such purposes will not release any Owner from compliance by such Owner and such Owner's guests with any of the obligations and duties as an Owner under this Declaration.

- 4-2 **Type of Buildings Permitted**. All buildings must be approved by the Developer or its assignee prior to placement on each Lot. No more than one (1) single-family dwelling may be located on any Lot. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities on the Property as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.
- 4-3 **Temporary Residences During Construction.** Recreational vehicles or camper trailers may be used for temporary residence for up to six (6) months. Said residences may be granted additional six (6) month extensions if the Developer or its assignee deems that the residence is neat in appearance and the property is well maintained. Permission may be revoked at any time as deemed necessary by the Developer or its assignee.
- 4-4 **Design, Minimum Floor Area, and Exterior Walls.** Any residence constructed on a Lot must have a ground floor area of not less than 800 square feet (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) except for approved "Tiny Houses" which comply with these restrictions in every way except the minimum floor area. "Tiny Houses" which are less than 800 square feet in ground area, of the same structural integrity of a site-built, larger home, are generally allowed and may be approved on a strict, case-by-case basis by the Developer or its assignee. **Single-wide mobile homes are strictly prohibited**. All exterior colors, textures, and materials must have an architectural style which is approved by the Developer or its assignee. The exterior portion of any structure on a Lot not constructed of masonry, brick, or stone shall be stained or painted. A nice barn or workshop with living quarters within is acceptable, provided it is built from quality materials and has an architectural style which is approved by the Developer or its assignee. All structures must have the exterior construction completed in its entirety within one hundred eighty (180) days from ground breaking or initial placement upon the Lot. All outbuildings, guest houses, porches, platforms, decks, stairways and garages must be architecturally compatible to the home.
- 4-5 **Setbacks.** No building shall be located on any Lot nearer to the front Lot line or nearer to the side lot line than the minimum building setback lines of:
- (a) Forty (40) feet to the Lot line along the Main Road and the Lot line directly opposite the Main Road, and
- (b) Twenty (20) feet to all other Lot lines.

Exceptions to the minimum setbacks, as described above, may be granted by the Developer or its assignee on a case-by case basis. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

4-6 **Resubdivision.** No Lot shall be resubdivided or split.

- 4-7 **Driveways.** All driveways are to be installed and/or maintained by the Owner of the Lot. This includes the portion of the driveway outside of the Property and within the right of way of the Main Road. Any change in the location of culverts and entrances must be approved by the Developer or its assignee and McLennan County. The Developer or its assignee has the right (but not the obligation) to remove any culvert or entry not approved by the Developer or its assignee and McLennan County.
- 4-8 On-Site Sewage Facility. Prior to occupancy of a home or any livable building, each Lot Owner shall construct, install and maintain an On-Site Sewage Facility ("OSSF") in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the appropriate County. The Owner is responsible for obtaining a permit, approval, and inspection of the OSSF from the appropriate County & City's Health District. If such OSSF complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto Main Roads, ditches or adjoining Lots, such OSSF shall be modified so as to eliminate such foul or noxious odors or unsafe liquid. The OSSF will be considered in violation of these restrictions if it does not have the proper permits, approval, inspection, and/or if the OSSF emits foul or noxious odors.
- 4-9 **Obnoxious or Offensive Activities Prohibited.** No obnoxious or offensive activities shall be carried on upon said Lot or Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
- 4-10 **Prohibited Residential Uses**. Any structure not approved for residential use by the Developer or its assignee, including but not limited to trailers, single-wide mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessor structures, shall not be used on any Lot at any time as a residence, either temporarily or permanently.
- 4-11 Fences. No fence, hedge, wall or other dividing instrument over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. No construction of any fence, hedge, wall or other dividing instrument may begin until the specifications and a site plan showing the location thereof have been submitted to and approved, in writing, by the Developer or its assignee. Any fence installed, regardless of height or length, without the prior approval of the Developer or its assignee and deemed in violation of these restrictions is subject to being removed, without notice, at expense of the owner.
- 4-12 Surface Mining and Natural Resources. It is expressly forbidden by these restrictions to mine surface or subsurface minerals or soils by strip-mining or by any other method, for resale from any Lot within the Property. This restriction is inclusive of caliche or other similarly known soil materials. This restriction does not prohibit the pumping of ground water for consumption upon the lot wherein the well is located. Groundwater may only be used for private domestic use. No private water source may be connected to a public water source. Marketable timber, including firewood, shall not be sold without express prior written permission from the Developer or its assignee; however, owners may dispose of timber for building sites and gardens, but must leave ample trees for shade over Lot.
- 4-13 Rubbish, Trash, and Garbage. No rubbish, trash, garbage or other waste material shall

be kept on any Lot except in sanitary containers located in appropriate areas concealed from the public view. If a violation occurs, the Developer or its assignee will notify the Lot owner about removal. If the rubbish, trash, or garbage is not removed, the Developer or its assignee will enter the property and clean it up at the expense of the Lot owner.

- 4-14 **Animals.** The raising or keeping of hogs on any part of the Property is strictly prohibited. No pets shall be kept, bred or maintained for any commercial purposes.
- (a) The raising of livestock shall be allowed, but shall be limited to one (1) animal unit per acre. An animal unit shall be calculated as follows:

i. one (1) cow;

ii. one (1) bull;

iii. two (2) five hundred (500) pound calves;

iv. three (3) sheep or goats;

v. one (1) horse;

vi. two (2) foals one (1) year old or younger;

vii. any animal with un-weaned offspring shall be considered a single animal unit; and

viii. one (1) head for any animal not already listed, except for swine which shall be limited to one head per Lot.

ix. five (5) chickens in addition to one (1) of the aforementioned animal units.

- (b) If any member of an owner's 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, as an exception to 4-14 (a), one animal per each bona-fide member shall be permitted for the purpose of raising each animal for competition or as part of a club project, provided that the animal shall be removed from the Lot upon completion of the competition or club project.
- (c) Exotic game shall be allowed upon the Property, with the exception of those that would affect the health, safety and or welfare of any of the Owners within the Property.
- (d) Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit" provided they are kept, bred or maintained for non-commercial purposes.
- (e) Any and all animals, including household pets, require appropriate fencing to confine them to their Lot. No animal shall be permitted on a Lot until the appropriate fencing is completed. It is each Owner's responsibility to install a gate and/or cattle guard to prevent cattle or other livestock from getting onto the Main Road or any other Lot. It is further the responsibility of the Owner who installs a gate to keep it closed at all times.
- (f) All Lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.
- 4-15 **Vehicles/Trailers.** No repairing of motor vehicles requiring more than seven (7) days to complete shall be permitted on any Lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any portion of any Lot, the Main Road or street within the Property (if any) for more than seven (7) days. No motor vehicle which is not in operating condition or not bearing current license plate and registration shall be placed or permitted to remain on the Main Road or on any portion of any Lot. Restoration of vehicles is permitted providing all work, parts and framework are done in an enclosed garage. Any RVs, Boats, travel trailers or Class C type or style vehicle (dump trucks, 18-wheelers, etc.) shall be parked a minimum of fifty feet (50') from any Lot boundary line. No junk yards, auto salvage yards, waste facilities or metal scrap yards shall be permitted on any Lot.

4-16 **Mobile Homes.** Single-wide mobile homes are strictly prohibited. Any double-wide mobile homes must be approved in writing by the Developer or its assignee prior to placement. Additionally, double-wide mobile homes which exceed five (5) years in age must be structurally and cosmetically remodeled to appear like-new before placement on the property, as determined by the Developer or its assignee on a case-by-case basis. **Mobile homes shall be underpinned and skirted using hardy board or masonry within 60 days from the date placed on property.** In addition, landscaping must be installed within 60 days from date placed on the property with a professional quality appearance. The restrictions on manufactured home placement apply to both the original and any subsequently installed homes.

Article 5 Easements

Easements for installation and maintenance of utilities, telephone lines, water lines, etc., are reserved by Declarant. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of such Lot, except for maintenance of which a public utility is responsible, therein shall continuously maintain the area of each Lot and all improvements. Easements are defined as:

- (a) Thirty foot (30') wide area on the sides of each Lot that share a common boundary line with the Main Road;
- (b) Twenty foot (20') wide area on the sides of each Lot that share a common boundary line with another Lot; and
- (c) Twenty foot (20') wide area on the sides of each Lot that do not share a common boundary line with another Lot, for the benefit of utilities.

Article 6 General Provisions

- 6-1 **Enforcement**. The Developer, any assignee of Developer, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Declarant shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the Declarant to enforce any of these provisions. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.
- 6-2 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
- 6-3 Covenants Running with the Land. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real 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 Lot, and each Lot Owner.

- 6-4 **Duration and Amendment.** The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 20 years, subject to termination by an instrument signed by more than 75 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by the Owners of more than 75 percent of the Lots. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof in order to make necessary alterations, corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the acreage. Neither any amendment nor any termination shall be effective until recorded in the real property records of McLennan County, Texas, and all requisite governmental approvals, if any, have been obtained.
- 6-5 **Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.
- 6-6 **Liberal Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed effective as of the date first set forth above.

By: Trenton Horter

Managing Member of FM Land Holding, LLC

Exhibit A: Property description for 96.174-acre tract

Exhibit B: Plat

ACKNOWLEDGMENT

STATE OF TEXAS

This instrument was acknowledged before me on the day of day of 0, 2021 by Trenton Horter, an individual known to me, in the recited capacity of Managing Member of FM Land Holdings, LLC

LAUREN McCLELLAND

Notary Public, State of Texas

My Comm. Exp. 10-18-2023

ID No. 12981662-6

After Recording, Return To:

FM Land Holdings, LLC 5701 W. Slaughter Lane Bldg. A130 Austin, TX 78749

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STATE OF TEXAS §
COUNTY OF McLENNAN §

BEING A 96.174-ACRE TRACT LYING IN THE IGNACIO GALINDO SURVEY, ABSTRACT NO. 17, McLENNAN COUNTY, TEXAS, AND BEING THAT SAME PROPERTY DESCRIBED IN AN AFFIDAVIT OF HEIRSHIP RECORDED IN VOLUME 222, PAGE 566, OFFICIAL PUBLIC RECORDS, ALSO BEING DESCRIBED IN A DEED RECORDED IN VOLUME 409, PAGE 274, DEED RECORDS; LESS AND EXCEPT THE M.S. WATER SUPPLY CORP. 0.23-ACRE TRACT AS RECORDED IN VOLUME 1002, PAGE 452, DEED RECORDS; LESS AND EXCEPT JESSE L. HOBBS, ET UX 3.600-ACRE TRACT AS RECORDED IN DOCUMENT NO. 2013006956, OFFICIAL PUBLIC RECORDS, ALL OF McLENNAN COUNTY, TEXAS, SAID 96.174 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the northwest Right-of-Way of Mount Moriah Road, at the southeast corner of said Hobbs 3.600 acres, for the southern-most southwest corner and POINT OF BEGINNING of this herein described tract, from which a 1/2" iron rod found at the southwest corner of said Hobbs 3.600 acres and the East corner of the Russ A. Alexander 17.0 acres as recorded in Document No. 2005016185, Official Public Records bears – S 58°24'04" W, 408.12 feet (called S 59°02'41" W, 407.18 feet)

THENCE, along the North boundary of said Hobbs 3.600 acres, the following four (4) courses and distances:

- 1) N 23°21'11" W (called N 22°42'34" W), a distance of 323.98 feet (called 323.98 feet) to a 1/2" iron rod set for an interior corner of this herein described tract;
- 2) S 68°10'38" W (called S 68°49'15" W), a distance of 178.86 feet (called 178.86 feet) to a 1/2" iron rod set for an angle point;
- 3) N 33°27'20" W (called N 33°16'20" W), a distance of 45.33 feet (called 48.41 feet) to a 1/2" iron rod set for an angle point;
- 4) S 51°41'13" W (called S 51°52'13" W), a distance of 271.01 feet (called 272.69 feet) to a 1/2" iron rod found on the northeast boundary of said Alexander 17.0 acres, at the northwest corner of said Hobbs 3.600 acres, for the western-most southwest corner of this herein described tract;

THENCE, N 30°10'27" W (called N 28° W), with the northeast line of said Alexander 17.0 acres and the Leon M. Johnson 15.213-acre tract as recorded in Volume 1768, Page 524, Official Public Records, respectively, generally along a wire fence, a distance of 1474.03 feet to an iron rod found with cap marked RPLS# 1519 at the North corner of the Johnson 15.213 acres, and at the southeast corner of the George D. Busby, et ux tract as recorded in Document No. 2021022235, Official Public Records, also at the southwest corner of the Evelyn B. Carpenter tract as recorded in Document No. 2018033351, Official Public Records, for the northwest corner of this herein described tract, from which a 1/2" iron rod found at the northwest corner of said Johnson 15.213 acres and the southwest corner of said Busby tract bears – S 59°58'22" W, 747.92 feet (called S 62°11'53" W, 747.76 feet);

THENCE, N 60°09'17" E (called N 62° E), with the South line of said Carpenter tract, the South line of the Dennis E. Kelley remainder of 50 acres as recorded in Volume 1786, Page 328, Official Public Records, and the South line of the Dennis E. Kelley 514.67-acre tract as recorded in Document No. 2019023776, Official Public Records, respectively, generally along a wire fence, a distance of 2401.24 feet (called 2400.00 feet or 864 varas) to a 1/2" iron rod found on the South line of said Kelley 514.67 acres, at the southern-most northwest corner of the Jerry Bennett Tract 1 - 225.72 acres as recorded in Document No. 2021007088, Official Public Records, for the northeast corner of this herein described tract, from which an iron rod found with cap RPLS# 1519 for the eastern-most southeast corner of said Kelley 514.67 acres, at an interior corner of said Bennet Tract 1 bears – N 60°05'12" E, 490.91 feet (called N 60°04'42" E, 490.33 feet);

THENCE, S 30°13'45" E (called S 28° E), with the West boundary of said Bennet Tract 1, generally along a wire fence, a distance of 1692.51 feet to a 1/2" iron rod set on the West boundary of said Bennet

Tract 1, at the North corner of said M.S. Water Supply Corp., 0.23 acres, for the eastern-most southeast corner of this herein described tract;

THENCE, with the common lines of said M.S. Water Supply Corp. 0.23 acres, the following two (2) courses and distances:

- 1) S 59°11'07" W (called S 51°30' W), a distance of 100.00 feet (called 100 feet) to a 1/2" iron rod set at the West corner of said M.S. Water Supply Corp., 0.23 acres, for an interior corner of this herein described tract;
- 2) S $30^{\circ}13^{\circ}45^{\circ}$ E (called S $36^{\circ}45^{\circ}$ E), a distance of 100.00 feet (called 100 feet) to a $1/2^{\circ}$ iron rod set on the North Right-of-Way of said Mount Moriah Road, at the South corner of said M.S. Water Supply Corp. for the southern-most southeast corner of this herein described tract, from which a 1/2" iron rod found for the East corner of said M.S. Water Supply Corp. bears - N 59°11'07" E, 100.00 feet (called N 51°30' E, 100 feet);

THENCE, S 59°11'07" W (called S 51°30' W), with the North Right-of-Way of Mount Moriah Road, generally along a wire fence, a distance of 1893.68 feet to the POINT OF BEGINNING and containing 96.174 acres of land, more or less;

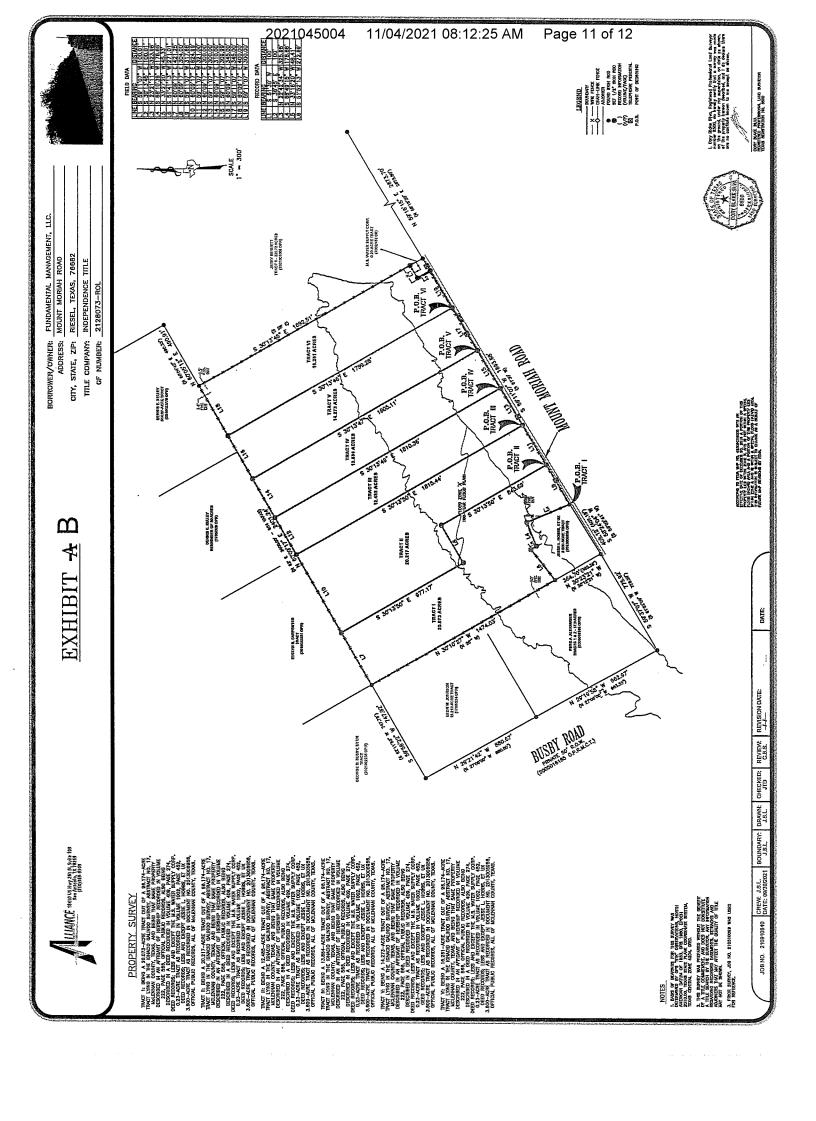
BASIS OF BEARINGS DETERMINED BY GPS "RTK" OBSERVATIONS, NORTH AMERICAN DATUM OF 1983, GRS 1980, EPOCH 2010.00, TEXAS STATE PLANT COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4204, GRID.

THIS SURVEY WAS PREPARED FROM AN ON THE GROUND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Harun Rashid **RPLS No. 6411**

June 20, 2021

Job No. 210510099



FILED AND RECORDED

Instrument Number: 2021045004

Filing and Recording Date: 11/04/2021 08:12:25 AM Pages: 12 Recording Fee: \$56.00 I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of McLennan County, Texas.

J. A. "Andy" Harwell, County Clerk

J.a. and Harwel

McLennan County, Texas

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