

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS

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COUNTY OF HAYS

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This Declaration of Covenants, Conditions and Restrictions, is made on the date hereinafter set forth by Hays 1460, LLC, a Texas limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant owns the real property in Hays County, Texas, containing approximately 1452.85 acres, and being legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, it is the desire of Declarant to place certain restrictions, easements, covenants, conditions, stipulations and reservations 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 plan for the benefit of both the present and future Owners of tracts within the Property.

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the Property, 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 the Property, which Restrictions shall run with the Property, shall bind all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1.01 "Declarant" shall mean and refer to Hays 1460, LLC, a Texas limited liability company, and its successors and assigns, if such successors or assigns are designated in writing by Declarant as a successor or assignee of all or part of the rights of the Declarant hereunder, including, but not limited to, any assignment to a Lender furnishing financing for the development of the Property.

Section 1.02 "Declaration" shall mean and refer collectively to this instrument and the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by, included, or expressed in this document.

Section 1.03 "Lot" shall mean and refer to each separate tract of land within the Property which may be conveyed by Declarant to a third party purchaser, whether such separate tract is divided pursuant to a recorded Subdivision Plat, or by a metes and bounds description in a deed of other conveyance instrument. The term "Lot" excludes the portion of the Property within the Commercial Zone.

Section 1.04 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot, including contract sellers (a seller under a contract for deed), but excluding those having such interest merely as security for the performance of an obligation.

Section 1.05 "Subdivision Plat" shall mean one or more recorded plats of land within the Property, which lay out separate Lots and applicable streets, roads, and easements. Nothing herein shall require the Declarant to prepare and record a Subdivision Plat in order to divide the Property, provided such division is in accordance with applicable law.

ARTICLE II
RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Plat of the Property. The Subdivision Plat (if any) dedicates for use as such, subject to the limitations as set forth therein, the roads and streets and easements shown thereon. All dedications, restrictions, and reservations created herein or shown on a Subdivision Plat, any replat, or amendments to the same recorded or hereafter recorded shall be incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying that portion of the Property included within a Subdivision Plat whether specifically referred to therein or not.

Section 2.02 Easements. Declarant reserves for public use any utility easements shown on a Subdivision Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Hays County, Texas.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Lots by contract for deed or other conveyance shall be subject to any utility easement affecting the same and any other easement created in this Declaration or hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for, or serve other Lots, 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 Lot.

ARTICLE III
USE RESTRICTIONS

Section 3.01 General Restriction. No manufactured home, modular home, trailer home, or mobile home may ever be placed on a Lot. No, trailer, mobile home, recreational vehicle, tent, shack, garage, storage building or other outbuilding shall be used on any Lot at any time as a residence permanently. RV and travel trailers maybe used as temporary residences while improvements are under construction.

Section 3.02 Setbacks. There shall not be placed on a Lot any building or structure nearer than eighty (80) feet from the property line thereof abutting any street, road or other Lot. Fencing, sidewalks, driveways, entrance gates, cattle guards, mail boxes and address monuments shall not be considered as a part of a building or structure.

Section 3.03 Noxious or Offensive Activities Prohibited. None of the Property shall be used for any noxious activity and nothing shall be done or permitted to be done on any of said Property which is a nuisance or might become a nuisance to the Owner or Owners of any of such said Property. Nuisance means any type of conduct, action and non-action which has been declared by statute or ordinance to be a nuisance or any conduct, action, or non-action when taken together is of such concentration and of such duration as may tend to be injurious to, or to interfere with, or to adversely affect human health or the health of wildlife or the reasonable use and enjoyment of the Property.

Section 3.04 ATV and Dirt Bike Race Tracks. No Lot shall be used as a commercial or private ATV, dirt bike, motor-cross, go-kart or other vehicle race track.

Section 3.05 Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers of the standard type. In no event shall such containers be maintained so as to be visible from neighboring property,

except to make the same available for collection on collection days. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No Lot shall be used as a junkyard or for storage of inoperable vehicles, boats, or machines.

Section 3.06 Animals. No commercial swine, pig, hog or poultry operations may be conducted on a Lot. All livestock shall be contained within the Lot lines by fence, and all permitted domestic animals shall be contained within the Owner's Lot by fence, leash, or other comparable device. The foregoing shall not prohibit raising animals by members of the Future Farmers of America or 4H clubs, provided that such animals are in a fenced area not closer than 50 feet from any property boundary. No commercial dog kennels, animal shelters or veterinarian clinics shall be allowed.

Section 3.07 Excavation; Mining. The commercial or industrial excavation, digging, mining, or removal of dirt, sand, gravel, caliche or other materials from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction of roads or improvements on such Lot.

Section 3.08 Firearms. No firearms shall be discharged on any Lot of less than seventy-five (75) acres in size. On tracts less than seventy-five (75) acres in size, hunting of game animals shall be by archery equipment only. No gun ranges, shooting ranges, gun clubs, or commercial firearms related activities may be conducted on any Lot.

Section 3.09 Wind Generation Equipment. No commercial wind generators or related equipment shall be erected or maintained on any Lot.

Section 3.10 Communications Facilities. No cellular communications facilities or other telecommunications facilities, including radio towers shall be erected or operated on any Lot so as to be visible from any other Lot or from any road or street.

Section 3.11 Control of Sewage Effluent. All wastewater facilities and equipment installed or maintained on a Lot must comply with all state and local health laws and regulations, and septic tanks must be installed in accordance with standards approved by Hays County, Texas, the Texas Natural Resource Conservation Commission, and any other applicable governmental entity. No outside toilets will be permitted on a Lot, and no installation of any type of device for disposal of sewage shall be allowed on a Lot which would result in raw or untreated or unsanitary sewage being carried in the streets, adjacent Lots, or into any body of water.

Section 3.12 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless therefrom.

ARTICLE IV
GENERAL PROVISIONS

Section 4.01 Term. The provisions hereof shall run with all the Property and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Declarant if Declarant is an Owner) of the Lots, has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 4.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement of the Owners (including the Declarant if Declarant is an Owner) owning at least two-thirds (2/3rds) of the acreage within the Property (including the Commercial Zone). The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Any such amendment shall become effective when an instrument executed by the required number of Owners is filed for record in the Real Property Records of Hays County, Texas.

Section 4.03 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 4.04 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes of this Declaration.

Section 4.05 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Declarant, the owners of the Commercial Zone, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 4.06 Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record, or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 4.07 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa. The titles of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto, if any.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the ____ day of _____, 2018.

Hays 1460, LLC,
a Texas limited liability company

By: _____
Mark K. Seger, Manager

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me this ____ day of _____, 2018, by Mark K. Seger, the Manager of Hays 1460, LLC, a Texas limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

After Recording, Return to:

Jeb Brown
Attorney at Law
3100 Edloe Street, Suite 220
Houston, TX 77027