

FILED BY ATC
UC
GF
11/22/2019

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DRY HOLLOW CREEK SUBDIVISION**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

This Declaration is made on the date hereinafter set forth by F4 Land Investments, LLC, a Texas limited liability company, 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 Dry Hollow Creek Subdivision, being a Subdivision situated in Bexar County, Texas according to the plat ("Plat") of recorded in the office of the County Clerk of Bexar County, Texas on the 19th day of November, 2019, after having been approved as provided by law, and being recorded in Volume 20001, Page 1602, 1603 and 1604 in the records of Deed and Plat Records of Bexar 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 plan for the benefit of both the present and future owners of Lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon Dry Hollow Creek Subdivision, 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, and which shall completely supersede, replace and render void the Declaration, to-wit:

Section 1.01 Single Family Residential Construction. The Property may be used exclusively for single family residential purposes except as otherwise set forth herein. No building shall be constructed on any Lot other than one single family residential dwelling per five acres (rounding down to the nearest five acres) with a detached or attached garage or carport, except as otherwise specifically set forth herein. There may also be constructed workshops, 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. The term "dwelling" does not include single-wide, double-wide or multi-section manufactured homes, prefabricated homes, modular homes or factory built residential structures, and said homes are not permitted within this Subdivision. Any residential dwelling must have at least 1,500 square feet of living area. All porches, garages, guest

dwelling, 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.

As used herein, the term "single family residential dwelling purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, four-plexes, condominiums, or apartment houses. It is specifically agreed that Lot 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 septic system is installed. Each Lot owner must contact the U.S. Post Office for mail service.

Section 1.02 Septic and Electricity. All dwellings placed on a Lot must be equipped with a septic system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

Section 1.03 Storage, Garbage, Refuse, Prohibited Items and Maintenance. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot 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 Lot may be placed upon such Lot 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 Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road rights-of-way. Each Owner or occupant shall keep the portion of the Property owned by it in a clean, kept, neat and sanitary condition. All Owners or occupants of any portion of the Property are required to maintain their portion of the Property, whether vacant or occupied, so that each Owner's tract does not become overrun or overgrown with tall grass, heavy brush, rubbish or trash. Owners shall also maintain all structures and improvements on their Lot in a good state of painting and repair, and they shall promptly repair or replace any approved structure which becomes damaged, deteriorated, or otherwise in need of maintenance. No inoperative or unlicensed automobile shall be placed on any Lot 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.

Section 1.04 Unsightly Storage. No unsightly trucks or vehicles shall be stored or kept on any Lot, and no automobile or other vehicle shall be kept on any Lot 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 are in daily use as motor vehicles on the streets and highways. No junk, wrecking or auto storage yard shall be located on any Lot, specifically no cars shall be kept in sight of road or neighbors for more than sixty days if not in running order.

Section 1.05 Sewage Treatment. No outside toilet will be permitted except during construction. No sanitary sewage disposal system shall be installed on any Lot until a permit is issued by the regulatory authority having jurisdiction over same.

Section 1.06 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 Lot rounded either up or down to the nearest even acre) is kept on a Lot. Otherwise, no animals may be raised or maintained on any Lot. Under no circumstances shall any emus, ostriches, or any exotic animals be maintained on any Lot. 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 1.07 Covenants Running with The Land. All of the restrictions, covenants, and easements, herein provided for and adopted apply to each and every Lot and shall be covenants running with the land. The owner of any Lot in the Subdivision 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.

Section 1.08 Amendments by the Developer. The Developer shall have and reserves the right 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 1.09 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 Lot, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty years from this date, after which time said covenants, conditions, and restrictions shall be automatically extended

for successive periods of ten years. The covenants, conditions and restrictions may be amended with the approval of Owners entitled to cast a majority of all votes of all of the Lot Owners (there being one vote per tract regardless of the number of Owners). No amendment shall be effective until recorded in the Deed Records of Bexar County, Texas, nor until the approval of any governmental regulatory body, which is required, shall have been obtained.

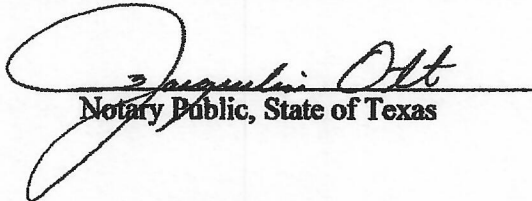
Executed this 22nd day of November, 2019.

F4 LAND INVESTMENTS, LLC

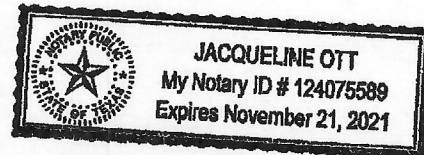

BY: Daniel Friesenhahn, Jr., Its Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILSON §

This instrument was acknowledged before me by Daniel Friesenhahn, Jr., Manager of F4 Land Investments, LLC, on behalf of said entity.


Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
F4 Land Investments, LLC
10966 Highway 87 South
Adkins, TX 78101



3470 246/1822552

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on:
11/22/2019 2:08 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk