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B77Z-OWHN-JMN1-EZFR*Kayla Jane Smith*dotloop verified  
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19-00542

THE STATE OF TEXAS §  
§  
COUNTY OF KERR §

KNOW ALL MEN BY THESE PRESENTS:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CROOKED CREEK ESTATES SUBDIVISION**

WHEREAS, J&DMC MANAGEMENT, LLC (hereinafter called "Developer"), has established a residential real estate subdivision in Kerr County, Texas known as Crooked Creek Estates Subdivision (hereinafter "Subdivision"), consisting of the land platted as Crooked Creek Estates, being 159.97 acres of land, more or less, out of the (1) H.E. & W.T.R.R. Co. Survey No. 1848, Abstract No. 1452, (2) H.E. & W.T.R.R. Co. Survey No. 1847, Abstract No. 1257, and (3) Socorro Farming Co. Survey No. 7, Abstract No. 315, all being in Kerr County Texas, as shown on the Final Plat for Crooked Creek Estates, recorded on December 12, 2018, in File No. 18-07961, Official Public Records of Kerr County, Texas; and,

WHEREAS, Developer has established the Subdivision by carrying out a general uniform plan of development and improvement for the Crooked Creek Estates Subdivision to insure and maintain its suitability for private and residential purposes, to protect and benefit each and every purchaser, owner or grantee of herein and enhance the value of the land located in said Subdivision,

NOW, THEREFORE, the Subdivision is subject to the following covenants, conditions and restrictions, as described further herein, to-wit:

1. Covenants Running with the Land. Except as otherwise stated herein, all of these Restrictions shall apply to all Lots in the Subdivision. These restrictions and covenants shall run with the land and shall be fully binding upon all persons acquiring property in said Subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of any tract or parcel of land or entering into a contract for the purchase of the same shall thereby agree and covenant to abide by, and fully perform all the foregoing restrictions, covenants, and conditions. These covenants shall be binding for a period of twenty years from the date they are filed for recording in the Official Public Records of Kerr County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term for three successive periods of ten years each, The record owners of legal title of sixty-seven percent of the votes of the Lots as shown by the Official Public Records of Kerr County, Texas, may amend or change the said covenants in the whole or part at any time, Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and recording of the same in the office of the County Clerk of Kerr County, Texas. Until the Developer has sold the last Lot in the Subdivision, Developer may also unilaterally amend these covenants by filing a written instrument in the Official Public Records of Real Property of Kerr County, Texas.

2. Definitions. The following words shall have the following meanings in construing the restrictions, covenants, and conditions:

A. Architectural Control Committee and /or ACC - shall mean and refer to the Crooked Creek Estates Architectural Control Committee.

B. Developer – shall mean and refer to J&DMC Management, LLC, its successors and assigns.

C. Lot - shall mean and refer to the lot, acreage of land conveyed or contracted for by the purchaser, purchaser's executor, beneficiaries or assigns.

D. Owner – shall mean and refer to the record owner(s) of a Lot.

E. Subdivision - shall mean and refer to that land in Kerr County, Texas, platted as Crooked Creek Estates, being 159.97 acres of land, more or less, out of the (1) H.E. & W.T.R.R. Co. Survey No. 1848, Abstract No. 1452, (2) H.E. & W.T.R.R. Co. Survey No. 1847, Abstract No. 1257, and (3) Socorro Farming Co. Survey No. 7, Abstract No. 315, all being in Kerr County Texas, as shown on the Final Plat for Crooked Creek Estates, recorded on December 12, 2018, in File No. 18-07961, Official Public Records of Kerr County, Texas.

3. Permitted Use of Lots. No Lot or improvements erected thereon shall be used for any purpose other than a private family residence with usual and customary accessory buildings, such as, but not limited to garages, well houses, and storage sheds. No Lot, or improvement thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a Lot Owner from telecommuting so long as such use does not result in the Lot having any appearance of a commercial or non-residential use. Leasing of Lots is allowable, provided that the minimum duration of any lease must be at least six months.

4. Architectural Control. There is hereby established an Architectural Control Committee for architectural review. No building may be built, altered, or moved onto on any Lot without the prior written approval of the Architectural Control Committee. The Architectural Control Committee shall determine if the plans and specifications for any structure on any Lot meet the requirements of these restrictions and determine if the appearance, design, and quality of the workmanship and materials are in harmony with the purposed scheme or plan of development of the Subdivision. Plans and specifications shall, as a minimum, describe the building to be placed or constructed as well as the materials to be used on the exteriors. The initial Architectural Control Committee shall consist of members who shall be appointed, removed and replaced by Developer. The last sale of the last Lot owned by Developer shall automatically constitute an assignment to the Owners of the Lots of Developer's right to determine the composition of the Architectural Control Committee, and after that time, or after such earlier time as Developer may elect in writing to surrender its rights with respect to the Committee membership, the Owners may elect, remove and replace the members of the Architectural Control Committee by majority vote. Elected members of the Architectural Control Committee shall each serve a term of three years.

5. Construction of Buildings and Other Structures and Underground Storage. No unpainted structure shall be placed on any Lot for use as an accessory building, unless screened from view



by vegetation. No tower of any kind, including without limitation, radio, microwave, cellular telephone and television towers, shall be erected, maintained or permitted on any Lot. No underground storage tanks for the storage of gasoline, diesel fuel, oil or any other petroleum product or any other hazardous substance, shall be permitted upon any Lot.

6. Trailers, campers, and vehicles. Travel trailers, recreational vehicle, camper, tent and/or temporary dwelling may be placed, constructed or maintained on any Lot, only if stored or kept in an enclosed structure or screened by vegetation that conceals them from view from the street. No travel trailer or any structure of temporary character be used as a residence thereon unless it is during the construction of the residence and the Architectural Control Committee or Developer has consented to it in writing. All vehicles shall be parked in a neat and orderly fashion. Any delivery truck, or truck larger than a one ton pick-up truck, shall be parked out of view from all other Lots except when actively being used, loaded or unloaded. The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any Lot. No eighteen-wheel trucks or other large commercial type vehicles will be allowed to park along the roads in the subdivision.

7. Size and Type of Building. Not more than one single family residence shall be placed or constructed on any Lot herein contracted or conveyed, and no single-family residences shall be constructed thereon which contains less than 1,200 square feet of living area, except as otherwise provided herein. Newly manufactured homes, trailer houses, mobile homes and other towable objects similar in nature of not less than 1,200 square feet of air conditioned and heated space are permitted (no such home or object of a used nature shall be permitted). These houses must have their tongues and axles removed, and be permanently attached to permanent foundations. All manufactured homes and similar objects must be skirted with a 100% masonry skirting. Houses in this category must also have a front porch that has been approved by the Architectural Control Committee. Single wide homes are specifically excluded. Any manufactured home moved onto the property must be set-up and finished in compliance with these Restrictions within 90 days of delivery. Park Model will be permitted with the following guidelines. All Park Models must be less than 400 square feet and not older than two years on construction title date. All Park Models must conform to the Recreation Vehicle Industry Association compliance guidelines and be marked and titled as such. There shall be allowed no more than one guest house per Lot, which shall contain not less than 700 square feet in living area. Non-conforming structures including but not limited to converted storage sheds, shipping containers /container homes are not permitted under any circumstance. The exterior of all buildings must be completed within one year of arrival of building materials and commencement of structure.

8. Setback Lines. The minimum depth of the building setback lines from the roads fronting the Lots in Crooked Creek Estates shall not be less than one hundred feet, and not less than fifty feet from side tract lines, and not less fifty feet from the rear lines. There can be no variations from this paragraph unless said Crooked Creek Estates Architectural Control Committee, prior to any such construction, grants permission in writing.

9. Easements. Perpetual easements for the installation and maintenance of utilities and drainage facilities have been or may be granted by Developer on any Lot in the Subdivision. These easements are for the installation and maintenance of poles, wires, and fixtures for electric lines

and telephone lines; Developer and/or any utility company providing service to any Lot in the Subdivision may trim or remove any tree which at any time may interfere or threaten to interfere with the maintenance of such lines. Said easements are to also extend along any owner's side and rear property lines.

10. Animals. No feedlots shall be allowed, nor may any Lot be used for the keeping or breeding of any animal for commercial purposes. Household pets shall be maintained in a sanitary and quiet manner. Dogs must be confined or restrained when not on their owner's Lot. No swine is allowed except for those being raised or kept as part of a Future Farmers of America or 4-H project. No poultry or fowl is allowed other than those being raised or kept for personal household use or consumption. Horses, cattle, sheep and goats may be kept and maintained on Lots, but the number of animals is limited to one animal for each acre of land within the Lot. A variance may be requested for increased numbers of livestock. The variance must be in writing and submitted to the Architectural Control Committee. The variance may be granted by the Architectural Control Committee after review and acceptance of a property plan indicating how additional animals would enhance the property and neighboring properties.

11. Sanitation and Sewage. No outside toilets will be permitted. No installations of any kind of disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches, or water bodies. No septic tank or sewage disposal may be installed without prior approval of the proper governmental authorities. All state, county, and public health and sanitation statutes, rules, ordinance, and regulation must be complied with at all times.

12. Trash and Garbage. No trash, garbage, construction debris, or other refuse may not be dumped or disposed or allowed to remain upon any Lot, vacant or otherwise. No building material of any kind or character shall be placed upon any Lot until the owner is ready and able to commence construction, and then such material shall be placed within the property lines of the Lot. No noxious or undesirable thing or use whatsoever shall be permitted on any Lot. The Architectural Control Committee shall determine noxiousness or undesirability and decision shall be conclusive on all parties.

13. Signs. No sign or advertising device may be displayed on any Lot, except in the event of sales. There may be only one for sale sign of no more than five square feet. The Developer is allowed larger signage. Political signs are allowed within ninety days before and ten days after any election or vote, but must comply with the following restrictions:

Political signs that are displayed must be:

- (1) ground-mounted; and,
- (2) limited to only one sign for each candidate or ballot item.

Political signs are not permitted if they:

- (1) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
- (2) are attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;



- (3) include the painting of architectural surfaces;
- (4) threaten the public health or safety;
- (5) are larger than four feet by six feet;
- (6) violate a law;
- (7) contain language, graphics, or any display that would be offensive to the ordinary person; or,
- (8) are accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

14. Subdividing. No Lot may be re-subdivided.

15. Noxious Activity. No noxious or offensive activity shall be carried on or maintained on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the Subdivision. All Lots must be kept in a neat and clean condition. The Architectural Control Committee shall determine noxiousness or undesirability and any decision shall be conclusive on all parties.

16. Voting rights. There shall be two categories of voting rights of owners of Lots. Class A will consist of all owners of all Lots other than Developer. There shall be one vote per Lot for all Class A Lots, regardless of the number of record owners of any Lot. Co-owners shall each be entitled to vote on behalf of their Lot(s), provided, however, that in the event of a disagreement between them, they must resolve their disagreement amongst themselves in order to cast their vote. Class B Lots will be all Lots owned by Developer. There shall be ten votes for each Class B Lot. Sale of any Lot by Developer automatically converts that Lot to a Class A Lot.

17. Severability of all Terms and Provisions. If any term or provision of these restrictions is held invalid, then the remaining terms shall continue to be valid and enforceable. Any failure of the Architectural Control Committee to seek enforcement of any term of the restrictions shall not constitute a waiver of any rights to do so in the future.

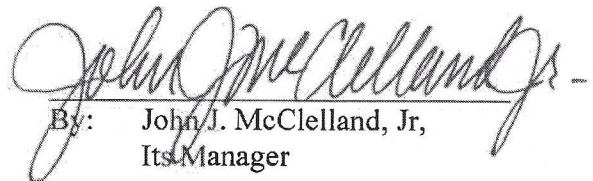
18. Enforcement. Developer, Architectural Control Committee and every owner of a Lot in this subdivision shall have the right to prevent the violation of any restriction by injunction or other lawful procedure and to recover any damages resulting from such a violation. Damages for the purpose of this paragraph shall include court cost and necessary attorney fees. Also, the Architectural Control Committee shall have the right to impose fines of up to \$100.00 per day for violations. Payment of all expenses of the Architectural Control Committee, and all fines connected with a violation, plus any attorney's fees incurred by the Architectural Control Committee associated therewith, shall be and is hereby secured by a lien on the Lot of the violator, and to that end a lien in favor of the Architectural Control Committee is hereby established on all Lots on the subdivision.

19. Abatement and Removal Violation. Violation of any restriction or condition or breach of any covenant herein contained gives the Architectural Control Committee, or its agents, in addition to other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, and removal. Any costs or expense incurred in the

process of abatement and removal of said violation will be the responsibility of the property owner and payment of same, plus any attorney's fees incurred by the Architectural Control Committee associated therewith, shall be and is hereby secured by a lien on the Lot of the violator, and to that end a lien in favor of the Architectural Control Committee is hereby established on all Lots on the subdivision.

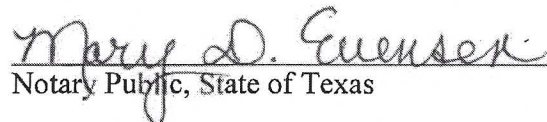
Thus adopted by Developer on this, the 21<sup>ST</sup> day of January, 2019.

J&DMC MANAGEMENT, LLC,  
a Texas limited liability company

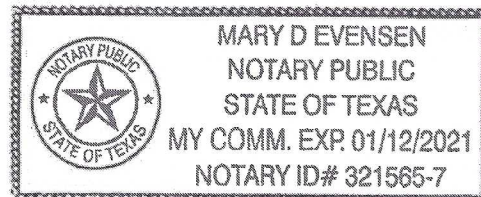
  
By: John J. McClelland, Jr.,  
Its Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

Before me, the undersigned authority, personally appeared John J. McClelland, Jr., Manager of J&DMC Management, LLC, being known to me, and acknowledged to me that he executed the same on behalf of said entity for the purposes and consideration therein expressed.

  
Notary Public, State of Texas

~~AFTER RECORDING RETURN TO:~~  
J&DMC Management, LLC  
2614 W. Freddy Gonzalez  
Edinburg, TX 78539



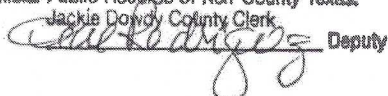
3470 192/1720255v1A



FILED AND RECORDED  
At 2:10 o'clock P.M.  
STATE OF TEXAS  
COUNTY OF KERR

January 23 2019  
I hereby certify that this instrument was filed in the numbered sequence on the date and time stamped above by me and was duly recorded in the Official Public Records of Kerr County Texas.

Jackie Dowdy County Clerk

 Deputy

FILED BY AND RETURN TO:  
KERRVILLE TITLE COMPANY  
290 THOMPSON DR  
KERRVILLE, TEXAS 78028

GF# Base file - J+DMC  
management, LLC