

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions is made on this the \_\_\_ day of \_\_\_\_\_ 2021 by ERIC S. ROSS AND AMBER N. ROSS. ("Declarant"), whose mailing address is P.O. Box \_\_\_\_\_ Buda TX 78610.

### **Recitals**

1. Declarant is the owner of all that certain real property ("the Property") located in Caldwell County, Texas, described as follows:

River Oaks Ranch 1, a subdivision in Caldwell County, Texas, recorded in the Caldwell County Plat Records in cabinet \_\_\_\_\_ slide \_\_\_\_\_.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular 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.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. 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 development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

### ARTICLE 1 - Definitions

1.01. "**Developer**" means Declarant and its successors and assigns who own the entirety of the development but will parcel it into undeveloped Lots from Declarant for the purpose of development.

1.02. "**Lot**" means the subdivided tracts within the Property identified above.

1.03. "**Owner**" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property.

1.04. "**Main Road**" means any county, state or otherwise publicly maintained road

### ARTICLE 2 - Architectural Control

2.01. **Architectural Control Committee.** Developer shall designate and appoint an Architectural Control Committee ("ACC") consisting of not less than two qualified persons, which shall serve at

the pleasure of the Developer. The initial committee members shall be ERIC S. ROSS AND AMBER N. ROSS

**2.02. Approval of Plans and Specifications.** The ACC must review and approve in writing all of the following projects on the Property:

(a) Construction of any building, fence, wall, or other structure.

(b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.

**2.03. Written request for Approval.** To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit written request to the ACC showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

**2.04. Standard for Review.** The ACC shall review written requests for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. A written request can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting a written request, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

### ARTICLE 3 - Exterior Maintenance

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the ACC 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

**4.01. Temporary Residences During Construction.** Any structure intended for temporary residential use must be approved by the ACC. Recreational vehicles or camper trailers may be used for temporary residence for up to 3 months. Said residences may be granted additional three (3) month extensions if the ACC 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 ACC.

**4.02. Design, Minimum Floor Area, and Exterior Walls.** Any residence or business 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" that comply with these restrictions in every way except the minimum floor area. "Tiny Houses" shall be those houses that are less than (800) square feet in ground area, which are of the same structural in-

tegrity of a site-built, larger home, are generally allowed and may be approved on a case-by-case basis by the ACC. This excludes single-wide mobile/modular/factory homes. All exterior colors, textures, and materials must be compatible not only with this specified design motif but also with adjacent and surrounding Lots, and over-all community appearance. A nice barn or workshop with living quarters within is acceptable, provided it is built from quality materials and has a pleasing architectural style. 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.

**4.03. 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. One hundred feet (100') to the Lot line along the Main Roads; and
- b. Twenty-five feet (25') to all other Lot lines.

Exceptions to the minimum setbacks, as described above, may be granted by the ACC 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.

**4.04. Resubdivision or Consolidation.** No Lot shall be resubdivided or split except as follows. Any Owner of one or more adjoining Lot may consolidate such Lot into one single-family residence building site. A Lot Owner may subdivide a Lot; however, each subdivided Lot shall have not less than two (2) acres once subdivided. The location of improvements on any subdivided Lot shall comply with all restrictions, including setbacks and easements, documented herein. All subdividing by an Owner must be approved in writing by the ACC and platted to the rules and laws of the appropriate County and the State of Texas.

**4.05. Driveways.** All driveways are to be installed and 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. Owners are responsible for obtaining a permit from the County Road & Bridge Department for connecting a driveway with the Main Road.

**4.06. 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, Texas. 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.

**4.07. Obnoxious or Offensive Activities Prohibited.** No obnoxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

**4.08. Prohibited Residential Uses.** Structures prohibited for permanent residential use include, but are not limited to, recreational vehicles, trailers, single-wide mobile homes, basements, tents,

shacks, garages and other outbuildings and accessory structures. Recreational vehicles or camper trailers may be used as temporary residences only, with prior written ACC approval.

**4.09. Fences.** No fence, hedge, wall or other dividing instrument over ten (10) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. The ACC must approve fences as provided in Article 2. No construction of the fence may begin until the specifications and a site plan showing the location of the fence have been submitted to and approved, in writing, by the ACC. Any fence installed, regardless of height or length, without the prior approval of the ACC and deemed in violation of these restrictions is subject to being removed, without notice, at expense of the owner.

**4.10. 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. Marketable timber, including firewood, shall not be sold without express prior written permission from the ACC; however, owners may dispose of timber for building sites and gardens, but must leave ample trees for shade over Lot.

**4.11. Rubbish, Trash and Garbage.** No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

**4.12. Animals.**

(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, 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 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 Roads. 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.

**4.13. Vehicles/Trailers.** No repairing of motor vehicles requiring more than thirty (30) 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 or street within the Subdivision for more than sixty (60) 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.

**4.14. Mobile Homes.** Single-wide mobile homes are strictly prohibited. Any double-wide mobile homes must be approved in writing by the ACC 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, as determined by the ACC on a case-by-case basis. Mobile homes shall be underpinned and skirted within 60 days from date placed on the property with a professional quality appearance. If a home is not skirted and underpinned within 60 days of placement, the home shall be subject to removal at owner's cost and the Purchaser may be assessed \$100 per month beginning 10 days after certified notice has been sent by Developer.

**4.15. Home sites.** One (1) single-family dwelling is allowed per 1 acre and there is a maximum number of dwellings of Two (2), per lot.

#### ARTICLE FIVE - Easements

**5.01. Reservation of Easements.** Easements for installation and maintenance of utilities, including electric., and telephone 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.

(a) Easements are defined as:

1. Thirty foot (30') wide area on the sides of each Tract that share a common boundary line with a Main Road; and

2. Fifteen foot (15') wide area on the sides of each Tract that share a common boundary line with another Tract.
3. Thirty foot (30') 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 SIX - General Provisions

**6.01. Enforcement.** The Developer, the ACC, 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.

**6.02. 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.

**6.03. 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.

**6.04. 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 10 years, subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof in order to make 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 Caldwell County, Texas, and all requisite governmental approvals, if any, have been obtained.

**6.05. 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.

**6.06. Liberal Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this \_\_\_\_ day of \_\_\_\_\_ 2021

Eric S. Ross and Amber N. Ross

By: \_\_\_\_\_  
Eric S. Ross and Amber N. Ross

ACKNOWLEDGMENT

STATE OF TEXAS            )  
  )  
COUNTY OF \_\_\_\_\_  )

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 2021 by

\_\_\_\_\_  
Notary Public

After Recording, Return To:  
Eric Ross and Amber Ross  
P.O. Box \_\_\_\_\_  
Buda, Texas 78610

