



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

BEING A 53.49 ACRE TRACT OF LAND, LOCATED IN THE M.G. DIKES SURVEY, ABSTRACT NO. 92 OF CALDWELL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

This Declaration of Covenants, Conditions, and Restrictions is made on this the 19th Day of June, 2019 by Fox Meadows JV, ("Declarant") whose mailing Address is P.O. Box 1249, San Marcos, Texas, 78667.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Caldwell County, Texas, described as follows: Being 53.49 Acres out of the M.G Dikes, Survey A-92, Caldwell County, Texas and being more particularly described by metes and bounds in Exhibit "A" which is hereby incorporated herein.
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 acquire or 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 Lots within the Property identified above, as fully described in the attached "Exhibit A".
- 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

1.05. **"Mobile Home"** also known as modular, prefab, or factory homes, means any prefabricated house assembled in a factory and then transported to site of use.

ARTICLE 2 - Architectural Control

2.01. **Architectural Review Committee.** Developer shall designate and appoint an Architectural Review Committee ("ARC") consisting of not less than two qualified persons, which shall serve at the pleasure of the Developer. The initial committee members shall be Zach Potts, Matthew Banks, Barton Galle and Tyler Williams.

2.02. **Approval of Plans and Specifications.** The Architectural Review Committee 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 Architectural Review Committee 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 Architectural Review Committee 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 Architectural Review Committee 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. A) **Residential, Light Commercial and/or Agricultural Use Only.** All Lots shall be used for single-family residential purposes, light commercial 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.

4.02. Type of Buildings Permitted. No building (exclusive of outbuildings, guest houses, porches, garages) shall be erected, altered, or permitted on any Lot, other than single-family dwelling, but may not exceed one dwelling per one (1) acre. 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 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.

4.03. Temporary Residences During Construction. 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 ARC 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.

4.04. 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", less than 800 square feet in ground area, which are 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 ACC. This excludes single-wide mobile homes. **Single-wide mobile homes are strictly prohibited.** All exterior colors, textures, and materials must have a pleasing architectural style. 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.

4.05. 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 ARC 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.

4.06. 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 one (1) acre once subdivided. The location of improvements on any subdivided Lot shall com-

ply with all restrictions, including setbacks and easements, documented herein. All subdividing by an Owner must be approved in writing by the ARC and platted to the rules and laws of the appropriate County and the State of Texas.

4.07. 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. Location of culverts and entrances must be approved by the ARC. ARC has the right to remove any culvert or entry not approved.

4.08. 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.

4.09. 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.

4.10. Prohibited Residential Uses. Any structure not approved for residential use by the Architectural Review Committee, including but not limited to trailers, single-wide mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory 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 ten (10) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. The ARC 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 ARC. Any fence installed, regardless of height or length, without the prior approval of the ARC 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 ARC; 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 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.

4.14. 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(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 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.

4.15. 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 or street within the Subdivision for more than five (5) 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 side Lot boundary line and one hundred feet (100') from front Lot boundary lines.

4.16. **Mobile Homes.** Single-wide mobile homes are strictly prohibited. **Any double-wide mobile homes must be approved in writing by the ARC 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 ARC 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.

ARTICLE FIVE - Easements

5.01. **Reservation of Easements.** Easements for installation and maintenance of utilities, including electric, 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 Lot that share a common boundary line with a Main Road; and
2. Fifteen foot (15') wide area on the sides of each Lot that share a common boundary line with another Lot.
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 ARC, 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.

EXECUTED this 19th of June, 2019

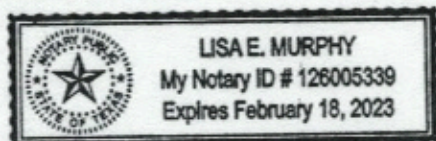
Zach Potts

Zachary Potts, President, Chanan Corporation, General Partner of PWG Ranch Investments Ltd., Joint Venturer of Fox Meadows Joint Venture

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Hays §

BEFORE ME, the undersigned authority, on this 19th day of June, 2019, personally appeared Zachary Potts, President, Chanan Corporation, General Partner of PWG Ranch Investments Ltd., Joint Venturer of Fox Meadows Joint Venture, whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated.



Lisa E. Murphy
NOTARY PUBLIC, STATE OF TEXAS

After filing return to:
Fox Meadows, JV
PO BOX 1249
San Marcos, TX 78667-1249

JDS SURVEYING, INC.

T.B.P.L.S. Firm Registration No. 10194118

159 W. MAIN - VAN, TX 75790 – Phone: (903) 963-2333

53.49 ACRES

All that certain lot, tract or parcel of land located within the M. G. Dikes Survey, Abstract No. 92 of Caldwell County, Texas, being all of a called 53.419 acre tract as described in a deed from J. W. Hall and Gay Nell Hall, husband and wife to Entrust Retirement Services, Inc., dated August 31, 2010 and recorded in Volume 624, Page 152 of the Official Public Records of Caldwell County, Texas, and this 53.49 acre tract being more fully described as follows:

BEGINNING at a point in the Southeast line of a called 16.688 acre tract, described as Tract Two in deed from Lesley Ann Lawson to Debbie Glazier and Melinda Robinson, dated January 29, 2015 and recorded in Document No. 2015-001494, at the West corner of the residue of a called 80.86 acre tract as described in a deed from Annie Myrtle Conley to J. W. Hall, recorded in Volume 399, Page 602, from which a 5/8" Iron Rod Found bears North 48 deg. 21 min. 50 sec. East, a distance of 376.91 feet;

THENCE generally with a fence and the southern line of the residue of said 80.86 acre tract, the following four (4) courses and distances:

South 43 deg. 37 min. 12 sec. East, a distance of 302.58 feet to a Fence Post Found;

North 65 deg. 33 min. 58 sec. East, a distance of 404.54 feet to a Fence Post Found;

North 46 deg. 05 min. 33 sec. East, a distance of 329.96 feet to a Fence Post Found;

North 38 deg. 27 min. 23 sec. West, a distance of 350.21 feet to a Fence Post Found in the Southwest line of a called 49.82 acre tract as described in a deed from Robert McCulley to Robert L. McCulley, Trustee of the McCulley Living Trust, dated January 24, 2013 and recorded in File No. 130682;

THENCE South 17 deg. 04 min. 30 sec. East, with the Southwest line of said 49.82 acre tract, a distance of 919.18 feet to a point at the base of an 18" tree stump at the South corner of same and being in the Northwest right-of-way line of Union Hill Road;

THENCE South 49 deg. 59 min. 00 sec. West, with the Northwest right-of-way line of said Union Hill Road, a distance of 1,171.20 feet to a Fence Post Found at the intersection of same with the Northeast right-of-way line of Washburn Road;

THENCE with the Northeast right-of-way line of Washburn Road, the following four (4) courses and distances:

North 38 deg. 27 min. 23 sec. West, a distance of 350.21 feet to a Fence Post Found;

North 47 deg. 19 min. 49 sec. West, a distance of 1,350.35 feet to a Point for Corner;

North 45 deg. 04 min. 34 sec. West, a distance of 87.18 feet to a Point for Corner;

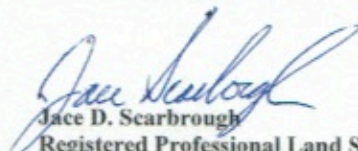
53.49 ACRES

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North 41 deg. 25 min. 30 sec. West, a distance of 55.61 feet to a Fence Post
Found at the South corner of said 16.688 acre tract;

THENCE North 48 deg. 21 min. 50 sec. East, with the Southeast line of said 16.688
acre tract, a distance of 964.58 feet to the POINT OF BEGINNING AND
CONTAINING 53.49 ACRES OF LAND. See Map No. 1188 prepared in
conjunction with these field notes. The bearings hereon were oriented to agree with
Grid North and were derived by the use of G.P.S. equipment (TX South Central
Zone - NAD 27). I, Jace D. Scarbrough, do hereby state that the field notes hereon
were prepared from a survey made on the ground under my supervision during the
month of May, 2019.

GIVEN UNDER MY HAND & SEAL, this the 30th day of May, 2019.


Jace D. Scarbrough
Registered Professional Land Surveyor
State of Texas No. 6289



FILED AND RECORDED

Instrument Number: 2019-003262 RESTRICTIONS AND COVENANTS

Filing and Recording Date: 07/02/2019 09:07:51 AM Pages: 10 Recording Fee: \$58.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Teresa Rodriguez

Teresa Rodriguez, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.