

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GOOSE CREEK RANCH SUBDIVISION**

STATE OF TEXAS §
 §
COUNTY OF ATASCOSA §

This Declaration is made on the date hereinafter set forth by Goose Creek Ranch, 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 Goose Creek Ranch, being a Subdivision situated in Atascosa County, Texas according to the plat ("Plat") of Goose Creek Ranch Subdivision, recorded in the office of the County Clerk of Atascosa County, Texas, after having been approved as provided by law, and being recorded as Document Number 202300010, Deed and Plat Records of Atascosa County, Texas, and then thereafter amended by that certain **Amending Plat of Goose Creek Ranch Subdivision**, recorded as Document Number 202400018, Deed and Plat Records of Atascosa 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 plat for the benefit of both the present and future owners of Lots in said Subdivision;

WHEREAS, Developer has previously imposed on the Subdivision that certain Declaration of Covenants, Conditions and Restrictions for Goose Creek Ranch recorded as Document Numbers 2023-232943 and 2024-240404, Official Public Records of Atascosa County, Texas (the "Original Declarations");

WHEREAS, Developer is the owner of 100% of the lots in the Subdivision, and wishes to replace the Original Declarations in their entirety;

NOW, THEREFORE, Developer hereby adopts, establishes, and imposes upon Goose Creek Ranch Subdivision, and declares the following reservations, easements, restrictions, covenants, and conditions, applicable thereto in complete replacement and substitution of the Original Declarations, 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. Notwithstanding these restrictions, until such time as 75% of the development is sold, Developer reserves the right to change, modify, or amend these restrictions in order to improve, use, and/or sell the development.

ARTICLE I RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1.01 Developer reserves the non-exclusive right to use the utility easements and rights-of-way shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Atascosa County, Texas, for the purpose of constructing, maintaining, and repairing a system or systems of water, electric lighting, electric power, telegraph and telephone line or lines, storm surface or underground drainage, cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. Should any utility company furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair, and maintenance of their respective facilities. Nothing contained herein shall impose any obligation on Developer to construct or maintain any utilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

ARTICLE II USE RESTRICTIONS

Section 2.01 **Single Family Residential Construction and Use.** No building shall be constructed on any Lot other than one single family residential dwelling with a detached or attached garage or carport. In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage or (b) one secondary single family residential dwelling with a minimum of 1,000 square feet of living area exclusive of porches and garages and shall be constructed with permanent type new materials utilizing standard building or steel barndominium construction methods. The term "dwelling" does not include singlewide, doublewide or multi-section manufactured homes, and said manufactured homes are not permitted within this Subdivision. As used herein, the term "single family residential dwelling" shall be construed to prohibit prefabricated homes, modular homes, manufactured homes, mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, fourplexes, condominiums, or apartment houses.

There may also be constructed workshops, barns, and outbuildings so long as they are of good construction, kept in good repair.

The primary single-story residential dwellings must have a total living area of at least 1,800 square feet, and a two-story residential dwelling must have a total living area of not less than 2,000 square feet, excluding porches, garages and secondary dwelling and be constructed with new materials, except that used brick, stone, wooden beams, doors and the like 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.

Each residence, excluding barndominiums, shall be 100% brick, rock or stucco masonry construction on exterior walls, and must meet the following standards:

Roofs must be of tile, composition asphalt shingle, or standing seam metal materials. Barndominiums must be quarter rock on all walls and columns facing Goose Creek Ln.

Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within twelve months from commencement date. During construction of a residence, an Owner must provide a construction dumpster for container storage of trash and building construction debris, and a portable construction toilet for construction workers. Both dumpster and construction toilet must be removed immediately upon completion of construction. During the construction of a dwelling, a camper or recreation vehicle may be used as a temporary residence for up to twelve months, so long as said camper or recreation vehicle is hooked up to an approved septic system. 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 sewage disposal system is installed. Each Lot owner must contact the U.S. Post Office for mail service at the time of construction.

All Lots shall be used for single family residential or agricultural purposes only. Commercial use is not permitted.

Section 2.02 Lot Lines / Setbacks. No building of any kind shall be located on any Lot nearer than 100 feet from the front property line, fifty feet to the side or rear property line. All dwellings placed on a Lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

Section 2.03 Use of Temporary Structures. No structure of a temporary character, whether trailer, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, except as permitted in section 2.01.

Section 2.04 Fences. All fences must be constructed with new materials.

Section 2.05 Prohibition of Offensive Activities. Except as provided in Section 2.15, operation of a business on a Lot will not be permitted. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

Section 2.06 Storage, Garbage, and Refuse. 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 undue 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-ways.

Section 2.07 Vehicles. No inoperable, unlicensed automobile, nor any vehicles with one or more flat tires or broken windows, 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. 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 Owners.

Section 2.08 Off-Road Parking. Both prior to and after the occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off-road parking for his vehicles. No vehicle shall be parked on the Common Area.

Section 2.09 Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 3.01 above. 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 2.10 Driveways. All driveways shall be of a hard surfaced material, finish, and composition for the first one hundred feet of driveway extending from the main road running in front of the Lots. These may include, but are not necessarily limited to, stone, flagstone, concrete, exposed aggregate concrete, concrete pavers, brick, crushed compacted Lime Base and asphalt. All driveway entrances shall be at least twelve feet in width. A minimum of 18" culvert is required on the driveways of Tracts 1-8. In the event construction of a drive over a drainage area creates a water retention or drainage issue, the Lot owner is solely responsible for the problems created and for remediating the problem.

Section 2.11 Drainage. Natural established drainage patterns of streets, Lots, or roadway ditches will not be impaired by any person or persons. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb nor shall other such impediment to the free flow of water be installed or altered, without prior written consent of the Developer, its successors, heirs or assigns. No construction is allowed in the seasonal creek on the Property. Culverts may not be constructed without prior written approval by the Natural Resources Conservation Service (NRCS).

Section 2.12 No Firing Ranges. No Lot may be used as a firing range.

Section 2.13 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 two acres of area (with the size of Lot rounded either up or down to the nearest even acre) is kept on a Lot.
4. Sheep and Goats, provided that a total of no more than one head per two acres of area is kept on a Lot.
5. Otherwise, no animals may be raised or 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.
6. No pigs nor hogs may be raised, kept or bred, except for 4-H or FFA and school supervised programs.
7. Animals (including dogs) must not be permitted to run at large but must be confined to the Owner's Lot or controlled by a restraint device.
8. Exotic animals, provided that a total of no more than one head per two acres of land.

Section 2.14 Maintenance. Each Owner or occupant shall keep the portion of the Property owned by it in a clean, kept, neat and sanitary condition. All structures and improvements shall be maintained in a good state of painting and repair. All Owners are required to maintain the landscaping from the property line to ten feet inside the Lot on all sides.

Section 2.15 Home Office/Telecommuting. Use of a Lot for Home Office or Telecommuting is permissible when conducted by a person in his residence. No other business use of a Lot shall be allowed. To be considered as a home office/telecommuting activity, the following applies:

- (a) The activity shall be at the residence of the person conducting the activity and it shall be entirely contained within the personal residence.
- (b) The activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees are involved in the business at the residence.
- (c) The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity shall not exceed 20% of the residential living area square footage.
- (d) The activity does not result in an objectionable noise, nor does it increase traffic volume or require additional parking.
- (e) The activity does not include any window or outdoor displays and does not include any retail sales on the property.
- (f) The residence where the activity is located shall not be used as a point for customer

visits, customer pick-up or customer deliveries.

(g) Outdoor storage of any items related to the activity is prohibited.

Section 2.16 No Subdividing. No Lot shall be subdivided.

Section 2.17 Flags and Flagpoles. Flags of the United States of America, the flag of the State of Texas, and any official or replica flags of any branch the United States armed forces and any official or replica flag of a college or university are permitted. No flag or display vulgar in nature will be permitted.

ARTICLE III GENERAL PROVISIONS

Section 3.01 Covenants Running with the Land and Enforcement Provision. 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. Any party violating any of the restrictions contained herein shall be liable for all costs, including but not limited to all court costs and expenses, expenses, and any attorney fees and expenses incurred by any party prevailing in the enforcement of these restrictions. Furthermore, the prevailing party shall have a right to place a court ordered lien and a right to enforce a lien on the property in the amount of the cost of bringing the owner's lot into compliance once a county court or court of law has determined the lot owner is in violation of these rules and restrictions. 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 3.02 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 thirty 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 persons entitled to cast 67% of all votes of all Owners. No amendment shall be effective until recorded in the Deed Records of Atascosa County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained. Notwithstanding the foregoing, Developer shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

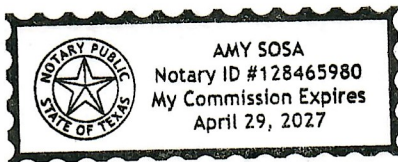
EXECUTED the 27th day of June, 2024.

GOOSE CREEK RANCH, LLC

By: *John Joy*
John Joy, its General Manager

STATE OF TEXAS §
 §
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on the 27th day of June, 2024, by John Joy, General Manager of Goose Creek Ranch, LLC, on behalf of said entity.



Amy Sosa
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Goose Creek Ranch, LLC
PO Box 845
Jourdanton, Texas 78026

3470 291/2354128v5

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Theresa Carrasco

Theresa Carrasco, County Clerk

Atascosa County Texas

June 27, 2024 01:44:03 PM

FEE: \$49.00 SOCHOA

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RESTRICT

RECORD'S MEMORANDUM

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