

# **Blanco County** Laura Walla **Blanco County Clerk**

Instrument Number: 210996

Real Property Recordings

Recorded On: February 23, 2021 02:27 PM

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## \*\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

ZACHARY HUDLER

Document Number:

Receipt Number:

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Recorded Date/Time: February 23, 2021 02:27 PM

User:

Melody E

210996

Station:

cclerk01

STATE OF TEXAS **Blanco County** 

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla Blanco County Clerk Blanco County, TX

Yaura Walla

# DECLARATION OF RESTRICTIVE COVENANTS OF THE C.P. LESTER SUBDIVISION

Date: February 23, 2021

**Declarant**: 7 River Place, LLC

#### Declarant's Address:

7 River Place, LLC Michael E. Menem, Managing Member 300 Thomassen Road Dripping Springs, Texas 78620

**Property Owners Association**: C.P. Lester Homeowners Association, Inc., a Texas nonprofit corporation

Property Owners Association's Address: 900 Esperanza Tr., Johnson City, Texas 78636

**Property**: Lots 4, 5, 6, 11, 12 & 13, C.P. Lester Subdivision recorded at Volume 1, Page 3, Blanco County Plat Records & A Plat Showing A 0.27 & 2.03 Acre Tract of Land Out The Jack Shackleford Survey No. 41 ("Lot 0"), Blanco County, Texas more particularly described in Randall H. Hambright Survey attached hereto as Exhibit "A" and incorporated herein as if fully set forth at length.

#### **Definitions**

"ACC" means the Architectural Control Committee established in this Declaration. Any reference herein to the powers and authorities of the ACC to make decisions and enforce these provisions shall mean that the ACC is acting at its sole discretion whether such language regarding sole discretion is specifically stated.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means 7 River Place, LLC a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Dedicatory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Volume 1, Page 3 of the real property records of Blanco County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled

conveyance, whether self-propelled or towed.

#### **Clauses and Covenants**

## A. Imposition of Covenants

- 1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
- 2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
- 3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

## B. Plat and Easements

- 1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
- 2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
- 3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
- 4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

## C. Use and Activities

- 1. Permitted Use. A Lot may be used only for an approved Residence and approved Structures for Single Family residential use.
  - 2. Prohibited Activities. Prohibited activities are
    - a. any activity that is otherwise prohibited by the Dedicatory Instruments;
    - b. any illegal activity;
    - c. any nuisance, noxious, or offensive activity, including but not limited to any activity that creates unreasonable noise, odors, or hazardous activity;

- d. any dumping of rubbish;
- e. any storage of
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
  - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats;
- h. any commercial or professional activity except reasonable home office use. Reasonable home office use shall not be construed to include any commercial activity which would generate additional traffic in the subdivision. Any commercial use must first be approved by the ACC, and such approval may be revoked at any time at the sole discretion of the ACC;
- i. storing R.V.'s, boats, and other recreational vehicles within plain view; All R.V.'s, boats, and other recreational vehicles must be screened from plain view, and the type of screening shall first be approved by the ACC;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
  - ii. political signage not prohibited by law or the Dedicatory Instruments;
- 1. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot without prior ACC approval;
- n. interfering with a drainage pattern without ACC approval;

- o. hunting and shooting;
- p. occupying a Structure that does not comply with the construction standards of a Residence;
- q. discharging a firearm for any purpose other than for an emergency;
- r. installing a tower or antennae other than an antenna that is reasonable to obtain television signal, i.e., an antenna for television;
- s. allowing objects of any kind to be stored on vacant lots which are not contained in a structure approved by the ACC;
- 4. Additional provisions regarding maintenance of property. Owners must keep their lots free of junk, trash, inoperable automobiles, and all other unsightly objects. Owners must keep their lots mowed and free from trash.
- 5. RVs, boats, and other recreational vehicles. Notwithstanding anything to the contrary herein, Owners may have an RV on their lot prior to construction for a total of 3 months per year; provided, however, that its location must be approved by the ACC. Owners are not, under any circumstances, allowed to rent their land for RV storage or RV living.
- 6. Rentals. Owners are allowed to rent all or a portion of their improvements; provided, however, that any tenants observe and comply with these Restrictive Covenants and any mandates by the ACC.

#### D. Construction and Maintenance Standards

#### 1. Lots

- a. Consolidation of Lots. There shall be no consolidation of Lots.
- b. Subdivision Prohibited. No Lot may be further subdivided.
- c. Easements. No easement in a Lot may be granted without ACC approval.
- d. *Maintenance*. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

## 2. Residences and Structures

- a. Aesthetic Compatibility. All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. Front Elevations. All front elevations of structures shall be at least 50% masonry or stucco or real stained wood and shall wrap around both sides of the

structure at least 2 feet.

- c. Required Area. The total area of a main Residence, exclusive of porches, garages, or carports, must be at least 1,600 square feet. The total area of a guest Residence, exclusive of porches, garages, or carports, must be no more than 800 square feet. A guest Residence may be built at the same time or after the main Residence is build. A guest Residence shall not be build prior to the construction of a main Residence.
- d. Location on Lot. No Residence or Structure may be located in violation of the setback lines shown on the Plat attached hereto as Exhibit "A" and incorporated by reference as if set forth at length. The community well house is exempt from the setback requirement. Each Residence must face the front Lot line.
- e. Restrictions Specific to Certain Lots. In addition to all restrictive covenants and rules set forth herein, the following restrictions and covenants apply to the following specific lots:
  - (1) Lots 4, 11, 12, and 13, may be 2 stories;
  - (2) Lots 5,6, and 0 shall be one story from the grade of the road and the main floor shall not be more than 2 feet above the grade of the road. Any basement shall not be considered the main floor;
  - (3) Low profile roofs are encouraged, but not required, on Lots 5, 6, and 0. On these Lots, any roof ridge is encouraged to be front to back from the front property line, not side to side;
  - (4) As to Lots 11, 12, and 13: Any shop, workshop, or outbuilding that may be approved by the ACC shall be behind the main Residence but shall be constructed at the same time the main Residence is constructed or thereafter; and
  - (5) As to All Lots, any shop, workshop, or outbuilding must be approved by the ACC. The ACC may prohibit construction of any shop, workshop, or outbuilding in its sole discretion.
- f. Existing homes moved to the property. If an existing home is sought to be moved onto the property, it must be approved first by the ACC.
- g. *Utilities*. All power utilities and other utilities shall be underground.
- h. Garages. Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.
- i. Damaged or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within 30 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs

are not practicable must be demolished and removed within 60 days and the Lot restored to a clean and attractive condition.

- j. Fences, Walls, and Hedges. No fence, wall, or hedge may be located forward of the front wall line of the Residence.
- k. Traffic Sight Lines. No landscaping that obstructs traffic sight lines may be placed on any Lot.
- 3. Building Materials for Residences and Structures
- a. *Roofs*. Roofs may only be used on Residences and Structures. Roofs can be asphalt shingle, tile or metal only.
- b. Air Conditioning. Window- or wall-type air conditioners may not be used in a Residence.
- c. Lighting. All lighting on the Residences and structures shall be soffit down lights. If the Residence or structure does not have soffits, down light fixtures are allowed.
- d. Color Changes. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.
- e. Driveways and Sidewalks. All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
- f. Time to Build. All construction of residences commenced must be completed within 1 year from commencement. Any other construction shall be completed by the deadline for which a project of such nature should customarily take as determined by the ACC. Smaller construction projects shall be promptly completed to avoid unsightly structures for the subdivision.

## E. Property Owners Association

- 1. Establishment and Governance. The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.
- 2. Rules. The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.
  - 3. Membership and Voting Rights. Every Owner is a Member of the Property

Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

- a. Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b. Class B. The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the date that the final Lot is sold by the Developers.
- 4. Notwithstanding anything to the contrary herein, H. Craig Van Engelen shall appoint the members of the ACC and shall not be disqualified to serve on the ACC.

#### F. ACC

#### 1. Establishment

- a. *Purpose*. The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.
- b. *Members*. The ACC consists of at least 3 persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- c. Term. ACC members serve until replaced by the Board or they resign.
- d. Standards. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

#### 2. Plan Review

a. Required Review by ACC. No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

#### b. *Procedures*

- i. Complete Submission. Within 14 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
- ii. Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 10 days after complete submission, the submitted plans and specifications are deemed approved.
- c. Appeal. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 5 days after the ACC's action. The Board shall determine the appeal within 7 days after timely notice of appeal is given. The determination by the Board is final.
- d. Records. The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- e. *No Liability*. The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

## G. Assessments

- 1. Authority. The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.
- 2. Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.
- 3. Creation of Lien. Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.
- 4. Commencement. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

## 5. Regular Assessments

- a. Rate. Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$100/month per Lot.
- b. Changes to Regular Assessments. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- c. Collections. Regular Assessments will be collected yearly in advance, payable on the first day of January of each year.
- 6. Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.
- 7. Approval of Special Assessments. Any Special Assessment must be approved by a 2/3 vote at a meeting of the Members in accordance with the Bylaws.
- 8. Fines. The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.
- 9. Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.
- 10. Delinquent Assessments. Any Assessment not paid within 14 days after it is due is delinquent.

## H. Remedial Rights

- 1. Costs, Attorney's Fees, and Expenses. If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.
- 2. Judicial Enforcement. The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner

may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

- 3. Remedy of Violations. The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.
- 4. Suspension of Rights. If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.
- 5. Damage to Property. An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

#### I. Common Area

- 1. Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to
  - a. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
  - b. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- 2. Permitted Users. An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.
- 3. Unauthorized Improvements in Common Area. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.
- 4. Common Area defined. The Common Area shall include the subdivision road, the established pathways to the river, and the park on the river. No owner shall construct and improvements or obstruct others' use of the Common Areas. Any improvements to the Common Areas shall be made by the Owners Association at its sole discretion. The Owners Association may impose a curfew on the hours of use on the river park area.
- 5. The Owners Association shall be responsible for maintaining the private road, the common well and well house, the walkway down to the river, and the common park down by the river. This provision shall not be construed to prohibit or limit the Owners Association from making any necessary assessment on the owners to accomplish its maintenance obligations.

#### J. General Provisions

- 1. Term. This Declaration runs with the land and is binding in perpetuity.
- 2. *No Waiver*. Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.
- 3. Corrections. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
- 4. *Amendment*. This Declaration may be amended at any time by vote of 67 percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.
  - 5. *Conflict*. This Declaration controls over the other Dedicatory Instruments.
- 6. Severability. If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
- 7. Notices. All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.
- 8. Annexation of Additional Property. On written approval of the Board and not less than 75 percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

7 River Place, LLC:

Michael E. Menem, Managing Member

STATE OF TEXAS	)
COUNTY OF HAYS	)

This instrument was acknowledged before me on February 19, 2021, by Michael E. Menem as Managing Member and duly authorized agent of 7 River Place, LLC.

Notary Public, State of Texas

My commission expires: 08/22/2023



After recording, please return to: ZACHARY P. HUDLER, P.C. Attorney at Law P.O. Box 1728 Johnson City, Texas 78636

# DECLARATION OF AUTHENTICITY

STATE OF TEXAS )	
COUNTY OF HAYS )	
Homeowners Association, dated 13 payes wood with the supervision. At the time of prince or indicated any changes or errors in	correct copy of an electronic record printed by me or nting, no security features present on the electronic an electronic signature or other information in the d's creation or execution. This declaration is made
YVETTE HUDLER NOTARY PUBLIC ID# 130109657 State of Texas	Notary Public, State of Texas My commission expires: 2-09-2023

