

DECLARATION OF RESTRICTIVE COVENANTS

THIS **DECLARATION OF RESTRICTIVE COVENANTS** (the “Declaration”) is executed this ____ day of _____, 2024 (“Effective Date”), by the **CATHY ANN GRAVENOR MILLER** (“Declarant”).

RECITALS:

A. Declarant is the owner of that certain tract of land situated in Hays County, Texas, and being more particularly described on Exhibit “A” attached hereto and incorporated herein (the “Property”).

B. Declarant desires to impose certain restrictions on the Property.

NOW THEREFORE, for good and valuable consideration, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, occupied, used, and enjoyed subject to the covenants, conditions, restrictions, and regulations hereinafter set forth:

1. Residential occupancy shall be restricted to single-family dwellings. No manufactured homes, modular homes, pre-manufactured homes, industrial built homes, trailer homes or mobile homes of any kind are permitted. All residential structures shall be of new construction.
2. Any travel trailer or recreational vehicle (together an “RV”) parked or placed (other than temporarily, not to exceed 7 days) on any portion of the Property must be located so that it is substantially screened from neighboring properties by such improvements as landscaping, hardscaping, a garage, or carport. Neither a boat nor a boat trailer shall be considered to be an RV.
3. All residential structures shall be connected to the sewer system or septic tank, which meets all specifications of Hays County, Texas.
4. No portion of the Property or any improvements thereon (including pools and outdoor facilities) shall be leased except pursuant to a written lease with a continuous duration to the same tenant of not less than thirty (30) days.
5. Hunting or trapping on the Property is expressly prohibited, except that trapping for public and residential safety and removing pests is allowed.
6. No commercial sale of water extracted from the Property is permitted. Additionally, any and all water rights associated with the Property may not be severed and conveyed to any party that is not also an owner of the Property.
7. No commercial or industrial use is permitted on the Property; notwithstanding the foregoing, a home office or professional office with limited invitation to the

general public is allowed and not considered a commercial use for the purposes of this paragraph. Leasing of a residence in compliance with Paragraph 4 will not be considered a commercial use.

8. No activity or use of the Property or the erection or maintenance of any structure on the Property which violates any law, statute, ordinance, regulation or rule of any governmental entity with applicable jurisdiction shall be permitted. Specifically, the operation of the following are expressly prohibited: (a) junk yard, scrap metal yard, recycling center or waste material business (including any dumping, disposal, incineration or reduction of garbage or refuse); (b) mobile home, recreational vehicle or trailer court or park; (c) gun range; (d) mining, commercial excavation, quarrying, rock-crushing, drilling (other than for a water well to serve a residence on the Property), or (e) pig farm, poultry farm or feed lot.
9. No rubbish or debris of any kind may be placed or permitted to accumulate in open areas on the Property. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view by such as fencing, landscaping or hardscaping.
10. No more than a total of four (4) separate single family residences, guest houses, barns, and outbuildings can be built on the Property. For the avoidance of doubt, and as an example, the Property could permissively include two (2) single family residences, one (1) barn and one (1) outbuilding, for a total of four (4) structures. Notwithstanding anything contained herein to the contrary, well houses will not be considered "structures" under this paragraph.
11. The location of all residences shall comply with the minimum building setbacks set forth in this paragraph. Minimum building setbacks shall be as follows: (i) twenty feet (20') from each perimeter boundary line of the Property, except for perimeter boundary lines of the Property that are contiguous to a roadway, street or access drive; and (ii) seventy-five feet (75') from the perimeter boundary line of the Property contiguous to a roadway, street or access drive.
12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated in accordance with Paragraph 17 below. This Declaration will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
13. Declarant hereby retains the right to assign to any one or more third parties all or any portion of Declarant's rights under this Declaration. In the event Declarant elects to assign such rights, such assignment shall be evidenced by an instrument in writing, executed and acknowledged and filed in the Official Public Records of

Hays County, Texas. Upon and after the recordation of any such assignment, Declarant's assignee will have all the rights and benefits of Declarant under this Declaration.

14. The terms, covenants, conditions and restrictions, set out in this Declaration will inure to the benefit of and be enforceable by any owner of all or a portion of the Property, Declarant, and their respective legal representatives, successors, and assigns. This Declaration may be amended by the recording of a written instrument in the Official Public Records of Hays County, Texas, executed and acknowledged by (i) Declarant (or her permitted assignee) and (ii) a majority of the then owners of the Property. Provided however, in the event the Declarant has not assigned her Declarant rights under this Declaration, and the Declarant is no longer living, then any amendments to this Declaration will not require Declarant's execution.
15. Declarant, or her permitted successor or assignee, and any owner of all or a portion of the Property will have the right to enforce all of the provisions of this Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any owner of all or a portion of the Property, Declarant or her permitted assignee. Any failure to enforce any provision of this Declaration at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.
16. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision.
17. This DECLARATION AND ALL RIGHTS AND OBLIGATIONS CREATED HEREBY SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS.

WITNESS MY HAND on this the ____ day of _____, 2024.

DECLARANT:

CATHY ANN GRAVENOR MILLER

STATE OF TEXAS §
 §
COUNTY OF HAYS §

 This instrument was acknowledged before me on the _____ day of _____, 2024,
by Cathy Ann Gravenor Miller.

(seal)

Notary Public, State of Texas

After Recording, Please Return To:

Kimberly S. Beckham
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

EXHIBIT “A”

PROPERTY DESCRIPTION