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## ***DEED RESTRICTIONS***

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### **I. IDENTIFICATION OF OWNER & PROPERTY**

The undersigned, Benjamin Baker, as Chairman and Manager of Battle Lake Rd LLC ("the Owner"), is the owner of a 124.772-acre tract of land situated in the Ignatio Golinda Grant, Abst. No. 17, in McLennan County, Texas

The Property is more particularly described as follows:

FIELD NOTE DESCRIPTION of 124.772 acres of land situated in the Ignatio Golinda Grant, Abst. No. 17, in McLennan County, Texas. Said 124.772 acres of land being out of and a part of that certain tract of land called to contain 149.215 acres of land in a deed recorded June 29, 2021 to Jeffrey E. Steimle and Priscilla T. Steimle of record in Doc. No. 2021025614, Official Public Records of McLennan County, Texas (OPR). Said 124.772 acre tract of land also containing all that certain tract of land called to contain 1.038 acres of land in a deed recorded June 17, 2021 to Jeffrey E. Steimle and Priscilla T. Steimle of record in Doc. No. 2021025613, OPR. Said 24.772 acre tract of land was surveyed by TEXAS LAND SURVEYORS on Oct. 29, 2024 and is more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found at the most westerly corner of said 149.215 acre tract of land and a 25.489 acre tract of land designated Parcel A and this day surveyed;

THENCE with the northwesterly line of said Parcel A and said 149.215 acre tract of land and being along or near a fence for the following two courses:

1. N 59°34'20" E a distance of 370.04 feet to an angle point;
2. N 59°41'12" E a distance of 1192.81 feet to a ½ inch iron rod with a red plastic cap marked RPLS 4540 set in the center of Battle Lake at the most northerly corner of said Parcel A, same being the most northerly, westerly corner and POINT OF BEGINNING of this 124.772 acre tract of land;

THENCE continuing with the common line between said Battle Lake Road and said 149.215 acre tract of land, same being the center of said Battle Lake Road and also being the northwesterly

E for a distance of 2643.66 feet to a nail found disturbed and replaced with ½ inch iron rod with a red plastic cap marked RPLS 4540 set at the intersection of the center of Battle Road with the center of said Battle Lake Road and being the most northerly corner of said 149.215 acre tract of land and this 124.772 acre tract of land;

THENCE with the center of said Battle Road, same being the common line between said Battle Road and said 149.215 acre tract of land, same also being the most easterly line of this 124.772

acre tract of land and being along or near a fence, S 30°00'49" E a distance of 1526.47 feet to an said Battle Road at the most easterly corner of said 149.215 acre tract of land and this 124.772 acre tract of land;

THENCE with the southeasterly line of said 149.215 acre tract of land and being along or near a fence for the following two courses:

1. With the northerly line of said Battle Road, S 58°22'01" W a distance of 943.52 feet to an angle point;

2. S 59°57'16" W a distance of 2075.39 feet to a ½ inch iron rod with a red plastic cap marked RPLS 4540 set at the most northerly corner of said 1.038 of an acre of land;

THENCE with the common line between said 1.038 acre tract of land and this 124.772 acre tract of land for the following three courses:

1. With the most easterly line of said 1.038 acre tract of land, S 30°23'43" E a distance of 63.67 feet to a ½ inch iron rod with a red plastic cap marked RPLS 4540 set at the most easterly corner of said 1.038 acre tract of land;

2. With the southeasterly line of said 1.038 of an acre tract of land and being in part along or near a fence, S 60°05'33" W a distance of 996.72 feet to a ½ inch iron rod with a red plastic cap marked RPLS 4540 set at the most southerly corner of said 1.038 acre tract of land;

3. With the westerly line of said 1.038 acre tract of land, N 35°01'01" W a distance of 27.00 feet to a ½ inch iron rod with a red plastic cap marked RPLS 4540 set in the southeasterly line of said 149.215 acre tract of land and this 124.772 acre tract of land at the most westerly or northwest corner of said 1.038 acre tract of land;

THENCE continuing with the southeasterly line of said 149.215 acre tract of land, and this 124.772 acre tract of land and being along or near a fence, S 57°18'41" W a distance of 187.55 feet to a ½ inch iron rod with a red plastic cap marked RPLS 4540 set at the most southerly corner of said 149.215 acre tract of land and this 124.772 acre tract of land;

THENCE with the westerly line of said 149.215 acre tract of land and this 124.772 acre tract of land and being along or rod with a red plastic cap marked RPLS 4540 set at the most southerly corner of said Parcel A, same being the most westerly corner of this 124.772 acre tract of land;

THENCE crossing said 149.215 acre tract of land with the common line between said Parcel A and this 124.772 acre tract of land for the following two courses:

1. N 59°49'59" E for a diameter of 1583.81 feet to a ½ in iron rod with a red plastic cap marked RPLS 4540 set at the most easterly corner of said Parcel A, same being an interior corner of this 124.772 acre tract of land;

2. N 31°46'49" W for a distance of 708.06 feet to the POINT OF BEGINNING.

## **II. INTENT TO CREATE RESTRICTIONS**

WHEREAS, the undersigned persons own, respectively, the property set forth above ("the Property"); and

WHEREAS, the undersigned desire to bind themselves in these restrictions to control the use and development of the Property herein described;

NOW, THEREFORE, it is hereby declared that all of the Property, as defined below, shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting value and desirability of the Property, as defined below, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants, and conditions shall inure to the benefit of each Owner, as defined below, of any of the Property:

## **III. DEFINITIONS**

3.01 OWNER. "Owner" shall refer to the record Owner of the fee simple title to any of the Property, as defined below, whether all or part of said Property be improved or unimproved, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3.02 PROPERTY. "Property" shall refer to any or all of those certain parcels of real property described on Exhibit "A" attached hereto beside the name or names of any person or persons who have executed this Agreement.

3.03 RESIDENCE. "Residence" shall mean and refer to a single dwelling unit (constituting a single residential space containing facilities for living, sleeping, cooking, and eating) included within or constituting a house, townhouse, condominium unit, apartment unit, or garage apartment.

## **IV. RESTRICTIONS**

4.01 USE. All of the Property shall be used for residential purposes; or, for primary residential use and incidental business or commercial use, in the home, provided that the permitted business or commercial use is incidental to the primary residential use of the Property and the general public is not invited, and the business or commercial use is limited to office or professional activity specifically excluding, without limitation, any manufacturing (other than home crafts and hobbies) or industrial activity. Except as otherwise provided herein, the Property shall not be used for any type of business or commercial purpose, or for any industrial or manufacturing purpose whatsoever. No commercial farming practices are allowed. Animals that align with the agricultural use of the land should be permitted. However, no commercial operations, like chicken houses or pig farms, should be allowed.

4.02 ANIMALS. On all lots the total number of outside dogs and cats shall not exceed four per lot. Dogs must be in a kennel, dog run or fenced area that confines said dog(s) to that area. Dogs

will not be permitted to run loose in the Subdivision and must be vaccinated for rabies according to State law and registered with McLennan County once a year. Owners may keep up to a total of two (2) units of livestock for each full acre of land in the owner's lot. Livestock shall consist only of horses, cattle, donkeys, sheep, goats, alpacas or llamas as well as twenty (20) chickens and a limited number of swine as provided herein. Swine shall be limited to swine kept solely for exhibition in a junior livestock show by a 4-H or FFA member residing on such lot. Swine shall further be limited to two (2) units per 4-H or FFA member residing on the lot, but in no case shall the number of swine kept on any lot exceed two (2) head per full acre. All chickens must be contained in cages. All animals maintained on each lot shall be controlled by their owner so they do not leave the boundary lines of each lot where they are located. All animals must be for personal use and not maintained for commercial purposes. No animal of any sort, including cats and dogs may be bred for commercial purposes on any lot.

**4.02 DESTRUCTION OF PREMISES.** Should any permanent structure located on the Property be totally destroyed by fire, wind, rain or any other disaster, then in any event, the Owner of said Property shall clean such Property of any and all debris within nine (9) months of the date of such disaster. The Owner may rebuild the destroyed structure in the same or substantially the same dimensions and site, and for the same use as immediately before the destruction.

**4.03 SIGNS.** No signs of any character shall be allowed on the Property or on any improvement located thereon, except (i) one sign of not more than five feet square advertising the Property or any Residence located on the Property for sale or rent, or (ii) signs of a temporary nature of not more than five square feet for political or garage sale purposes and (iii) plaques or markers or other type of designation erected or affixed on the Property awarded by federal, state, or municipal government or a civic association.

**4.04 USE DURING CONSTRUCTION.** An Owner and any other person or entity 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, on a temporary basis, such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs and storage areas.

**4.05 NEW CONSTRUCTION.** Subject to the provisions of Article 2, Section 2.01 herein, all new construction on the Property, whether new or as an addition to an existing structure, shall comply with the following restrictions:

(a) **SIDE AND BACK SETBACKS.** No part of a Residence shall be constructed any closer than three (3) feet to each property line of the Property other than the front property line defined in Subsection (b) of this Section 2.05 (see Subsection (c) for the front setback), except that with respect to corner lots, the setback for the property line that faces a street (other than the front property line) shall be ten (10) feet. For purposes of this Section 2.05, "part of a Residence" shall mean any part of a Residence below the roof overhang, except for fireplace chimneys, stairsteps, wheelchair ramps, and bay windows. Roof overhangs shall extend no farther than halfway into any side or back setback area.

(b) **RESIDENCE TO FACE A STREET.** Each Residence must be constructed so that its main entrance is incorporated into the elevation of the Residence that faces a street ("the face

elevation”) and so that no other Residence or significant structure is situated between the Residence and the street that it faces. For purposes of this Agreement, the property line between the face elevation of the Residence and the street that it faces is the “front property line,” and the “main entrance” may consist of a porch or stoop that is designed to be entered from the direction of the front property line, even if the entry into the Residence from such porch or stoop is not facing the front property line.

(c) **FRONT SETBACK.** No part of a Residence shall be constructed any closer than fifteen (15) feet to the Property’s front property line as defined in Subsection (b) above.

(d) **HEIGHT RESTRICTIONS.** No structure shall exceed the following height restrictions (from ground elevation to the highest point of the structure), except that such height restrictions may be exceeded to accommodate architectural embellishments that do not constitute living area, such as chimneys, steeples, and towers, and that are each of a circumference of no greater than thirty-six (36) feet:

(e) if the width of the Property (from side property line to side property line) is fifty (50) feet or less, forty (40) feet in height;

(ii) if the width of the Property is greater than 50 feet, 40 feet in height plus an additional one (1) foot of height for every one (1) foot of setback (from the nearest side property line) in addition to the initial three (3) foot setback required in Subsection (a) above, provided, however, that in no event shall the structure exceed fifty (50) feet in height.

(f) **COMMON WALL CONSTRUCTION PROHIBITED.** No Residence shall be constructed to share a common wall with another Residence, nor shall any Residence be constructed so that any exterior wall of such Residence is within six (6) feet of an exterior wall of another Residence; provided, however, that this restriction shall not prohibit the renting or leasing of space within a Residence that is otherwise permitted by this Agreement, nor shall it prohibit the construction of an apartment unit as part of a garage structure appurtenant to a Residence on a single Property that otherwise meets the density requirements of Section 2.06 hereof.

(g) **GARAGE SETBACK.** No garage shall be constructed closer to the front property line of the Property than the midway point between the front property line and the opposite property line (i.e., the rear property line), nor shall any garage be constructed so that it is closer to the front property line than the face elevation of the Residence to which it is appurtenant. If the garage is part of the structure of the Residence, the structure shall be constructed so that the garage door and frame comprise no more than half of the width of the first floor of the structure’s face elevation as defined in Subsection (b) above.

(h) **RAISED FOUNDATION REQUIRED.** Each Residence (but not including a garage or other structure appurtenant to the main Residence) shall be constructed with a pier-and-beam foundation or, if not pier-and-beam, a foundation that otherwise raises the bottom floor of the Residence no less than two (2) feet from ground elevation. Only newer manufactured homes, five years old or newer, should be allowed. These homes must have skirting and be placed on a foundation, like blocks with skirting. The goal is for manufactured homes to look like actual houses, not trailers.

(i) **RESTRICTIONS ON MODIFICATIONS.** The provisions of this Section 2.05 shall not be effective to the extent prohibited by Section 207.008 of the Texas Property Code.

**4.06 DENSITY.** No Residence shall be constructed on the Property if the consequence would be a density of greater than two (2) Residences on any individual parcel (10 acre tract) of land. For this purpose, "Residence" shall not include any garage apartment that is appurtenant to a Residence on the same Property. Only newer manufactured homes, five years old or newer, shall be allowed. These homes must have skirting and be placed on a foundation, with blocks and skirting. Each lot can have up to two residences. Accessory buildings like shops or barns that fit agricultural and residential purposes are allowed.

**4.07 RUBBISH, TRASH, AND GARBAGE.** No Property shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

## **V. GENERAL PROVISIONS**

**5.01 ENFORCEMENT.** Any Owner restricted herein, its successors or assigns shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Agreement Notwithstanding the foregoing, the Owner shall not be required or obligated to bring any such claims or litigation or otherwise enforce the restrictive covenants herein contained or be joined in any proceeding as a necessary party. Failure to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

**5.02 SEVERABILITY.** Invalidity 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.

**5.03 NON-CONFORMING USE.** Owner expressly agrees and acknowledge that as to any Property restricted hereby, any non-conforming use, legally and lawfully in existence as of the effective date hereof, that does not comply with the restrictions and covenants set forth herein, shall not be enforceable against the Owner of such Property whose non-conformance falls within the terms and provisions of this paragraph; provided, however, that upon the voluntary discontinuation of a non-conforming use or the abandonment or substantial destruction of the improvements located on the Property whereupon such non-conforming use existed, then in such event(s), these restrictions and covenants shall be of full force and effect and enforceable against such Owner and Property whereupon such non-conforming use existed, and such Owner shall be prevented from re-establishing such non-conforming use after such abandonment, voluntary discontinuation, or substantial destruction of such improvements.

**5.04 DURATION AND AMENDMENT.** The covenants, conditions, and restrictions of this Agreement shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Owner of any Property subject to this Agreement, and his/her/its respective legal representatives, heirs, successors, and assigns, and unless amended or terminated as provided herein, shall be effective for a term of twenty (20) years from the date this Agreement is

recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Agreement may be amended or terminated only as provided in Chapter 207 of the Texas Property Code. No amendment or termination shall be effective until recorded in the Real Property Records of Dallas County, Texas.

5.05 This instrument may be executed in multiple counterparts, all of which shall be considered one and the same instrument.

5.06 This Agreement may be executed and filed of record in multiple originals, all of which, in the aggregate, shall be considered one and the same instrument for purposes of the enforcement or interpretation of any provision hereof.

EXECUTED by the undersigned Owner as of the dates of the respective acknowledgements shown on the attached sheets, and effective for all purposes of the date of such respective acknowledgement as to that portion of the Property owned by the undersigned.

**Battle Lake Rd LLC**



**Benjamin Baker, Chairman & Manager**

STATE OF TEXAS §

COUNTY OF Los Ang §


This instrument was acknowledged before me on the \_\_\_\_ day of February 2025 by Benjamin Baker, Chairman & Manager, Battle Lake Rd LLC.

*See Attached*

\_\_\_\_\_  
Notary Public in and for the State of Texas

Consent of Lienholder:

**RKBCSB Holdings, LLC**

By:   
Its: MANAGER/MEMBER

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles }

On 02/14/2025 before me, Frederick J. Johnston, CA Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Benjamin Allen Baker  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature F. Johnston  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Deed Restrictions

Document Date: 02/14/2025 Number of Pages: 7

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_