

NOTES: 1) This survey was prepared without the benefit of a title commitment, and all of the easements, restrictions, and other matters of record which affect this tract may NOT be shown hereon.

2) This division has NOT been submitted to Fayette County for Subdivision Approval, and this division will need to be approved by the County Inspector, before development of these tracts can occur.

THE STATE OF TEXAS *
COUNTY OF FAYETTE *

The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts, encroachments, shortages in area, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and said property has access to and from a dedicated road. This property is located in Zone X (other areas-areas determined to be outside the 1% annual chance of flood) according to the Federal Emergency Management Agency Flood Insurance Rate Map 480815 0405 C, Dated October 17, 2006.

THIS the 9th day of APRIL A.D. 2021

Reg Professional Surveyor No. 65036
 HEARTIG SURVEYING CO.
 127 West Point Loop, West Point, Texas 78963
 (979) 42-3485 C 164080a
 Ref: 165016

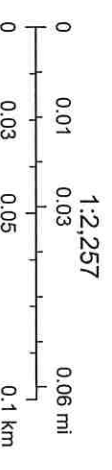
Fayette CAD Web Map



6/2/2025, 2:44:26 PM

☐ Parcels

☐ Abstracts



Maxar, Microsoft, Esri, HERE, Garmin, IPC

Fayette County Appraisal District, BIS Consulting - www.bisconsulting.com
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ROCKY CREEK RANCH

OFFICIAL RECORDS
FAYETTE COUNTY, TEXAS

This Declaration of Covenants, Conditions and Restrictions is made on JULY 14, 2003, at LaGrange, Texas, by MICHAEL PERTL and wife, BECKY PERTL and DAVID A. SKEAHAN and wife, DEBRA E. SKEAHAN (collectively "Declarant").

RECITALS

1. Declarant is the owner of all that certain real property ("the Property") located in Fayette County, Texas, described as follows:

TRACT 1:

All that certain 671.43 acre tract of land, being 642.39 acres of the S. M. Williams Survey, Abstract 112 and 29.04 acres of the S. M. Williams Survey, Abstract 111 in Fayette County, Texas, and being part of that land as conveyed to Thomas J. Holmes as recorded in Volume 325, Page 215, Deed Records of Fayette County, Texas, and being the residual of that land conveyed to Thomas J. Holmes as recorded in Volume 317, Page 271, Deed Records of Fayette County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

TRACT 2:

All that certain 3.89 acre tract of land, being part of the S. M. Williams Survey, Abstract 112 and being part of that land as conveyed to Thomas Holmes as recorded in Volume 325, page 215, Deed Records of Fayette County, Texas, more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes pertinent.

2. The Property shall be known as the Rocky Creek Ranch.
3. The Declarant has devised a general plan for the entire Property as a whole, with specific provision 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.
4. This general plan will benefit the Property in general, the parcels that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
5. Therefore, in accordance with both the doctrine of restrictive covenant and implied

Page 1 of 7

FA-03-224

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 I
Definitions

Developer

- 1.01 "Developer" means Declarant and its successors and assigns.

Parcel

- 1.02 "Parcel" means any of the parcels of land derived from the Property and which may be shown on any duly recorded Plat or Map thereof (should the Property be formally platted) as may be recorded in the Official Public Records of Payette County, Texas (the "Map"). The term "Parcel" does not include any common area.

Owner

- 1.03 "Owner" means the recorded owner or owners of the fee simple title to any Parcels in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

ARTICLE II
Use Restrictions and Architectural Standards

Residential Use Only

- 2.01 All parcels shall be used for single family residential purposes or agricultural use only.

Temporary shelters will be allowed, travel trailers and motor homes during the course of the construction and shall thereafter only travel trailers and motor homes will be allowed to be stored upon the property and shall not be used for a residence.

Type of Building Permitted

- 2.02 No building shall be erected, altered or permitted on any parcel other than one detached single family dwelling and those outbuildings used in conjunction with residential use of the premises.

Design, Minimum Floor Area and Exterior Walls

- 2.03 Any residence constructed on a parcel must have a living area of not less than one thousand (1,000) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. All roofs shall be constructed of fireproof material. All residences constructed shall be completed within one (1) year from the commencement thereof evidenced by completion of foundation.

Easements

- 2.04 Basements for the installation and maintenance of utilities and drainage facilities are to be reserved.

Noxious or Offensive Activities Prohibited

- 2.05 No noxious or offensive activity shall be conducted on any parcel that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

- 2.06 Except as provided in Section 2.01, no structure, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any parcel at any time as a residence. No single wide, double wide or manufactured home shall be used as a residence. Garage apartments shall be permitted however, they must comply with these restrictions.

Signs

- 2.07 No signs of any type shall be allowed on any parcel except for agricultural use of not more than 40 square feet (on FM 609) or one sign of not more than twelve square feet advertising the property for sale or rent. 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 signs advertising the construction and sale.

Mining Prohibited

- 2.08 No mineral quarrying or mining operations of any kind shall be permitted on any parcel by Declarant or any owner of any parcel.

Rubbish, Trash and Garbage

- 2.09 No parcel shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. Burning or incinerating of trash, garbage, leaves, brush, or other debris as permitted by local and state law.

Sewage Disposal

- 2.10 No individual sewage-disposal system shall be permitted on any parcel unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Fayette County, Texas. Approval of the system as installed shall be obtained from the property authority.

Water Supply

- 2.11 No individual water-supply system shall be permitted on any parcel unless the system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Fayette County Ground Water Conservation District. Approval of the system as installed shall be obtained from that authority.

Prohibited Activities

- 2.12 No professional, business or commercial activity except agricultural to which the general public is invited shall be conducted on any parcel.

Other Restrictions

- 2.13 There shall be no commercial raising of livestock of any type. Cattle or horses are allowed at no greater density than that required by the Fayette County Tax Appraisal District for agricultural use exemption. Animals used for non-commercial special projects, for example, children's participation in FFA, Fayette County Fair or other special projects emphasizing education and individual responsibility with animals, including poultry and swine, are permitted only if used in a child's or student's education related projects.

No hazardous materials of any kind shall be stored upon the property except during the course of construction to be utilized within ten (10) days of delivery to the property.

No abandoned vehicles shall be permitted on the property.

Original parcels may be subdivided no smaller than ten (10) acre tracts.

**ARTICLE III
General Provisions**

Enforcement

- 3.01 The Developer or any Owner shall have the right to enforce, by any proceeding law or in equity, all restrictions, conditions and reservations imposed by this Declaration. 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.

Severability

- 3.02 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 full force and effect.

Covenants Running with the Land

- 3.03 The 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 parcel and each parcel owner.

Duration and Amendment

- 3.04 The covenants, conditions and restrictions of the Declaration shall be effective for a term of twenty (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 ten (10) years subject to termination by an instrument signed by more than fifty (50) percent of the Owners. The Covenants, conditions and restrictions of this Declaration may be amended by instrument signed by more than seventy-five percent (75%) of the Owners. Neither any amendment shall be effective until recorded in the Official Records of Fayette County, Texas and all requisite governmental approvals, if any, have been obtained.

Attorney's Fees

- 3.05 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, attorney's fees and costs.

EXECUTED as of the date first written above.

OWNER:

Michael Pertl
MICHAEL PERTL

Becky Pertl
BECKY PERTL

David A. Skeahan
DAVID A. SKEAHAN

Debra E. Skeahan
DEBRA E. SKEAHAN

CONSENT OF LIENHOLDER

Round Top State Bank, as holder of a lien upon the Property, joins herein for the sole purpose of consenting to the establishment of these Covenants, Conditions and Restrictions concerning the Property.

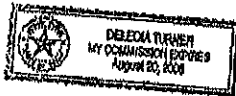
ROUND TOP STATE BANK

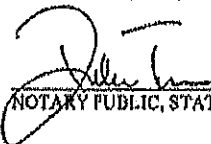
By: 
Dave L. Welsh, Executive Vice-President/CFO

ACKNOWLEDGMENT

THE STATE OF TEXAS *
COUNTY OF FAYETTE *

This instrument was acknowledged before me on this the 14 day of July, 2003 by
MICHAEL PERTL.

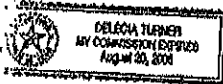



NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS *
COUNTY OF FAYETTE *

This instrument was acknowledged before me on this the 14 day of July, 2003 by
BECKY PERTL.




NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS *

COUNTY OF FAYETTE *

This instrument was acknowledged before me on this the 14th day of July, 2003 by DAVID A. SKEAHAN,



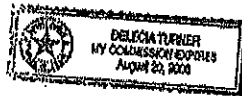
Kim Fleenor
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS *

COUNTY OF FAYETTE *

This instrument was acknowledged before me on this the 14 day of July, 2003 by DEBRA E. SKEAHAN.



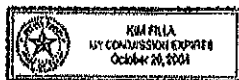
Delicia Turner
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS *

COUNTY OF FAYETTE *

This instrument was acknowledged before me on this the 16th day of July, 2003 by DAVE L. WEISHUHN, Executive Vice-President/CFO of ROUND TOP STATE BANK, on its behalf.



Kim Fleenor
NOTARY PUBLIC, STATE OF TEXAS