



**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RANCHES AT
RIFLE RIDGE**

STATE OF TEXAS

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COUNTY OF BURNET

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KNOW ALL MEN BY THESE PRESENTS

This Declaration is made on the date hereinafter set forth by Prem Kalidindi, Manager of The Ranches at Shady Oaks, LLC, a Texas Limited Liability Company, hereinafter, collectively referred to as "Declarant" or "Declarants".

WITNESSETH:

WHEREAS, Declarant, The Ranches at Shady Oaks, LLC, is the Owner of those certain tracts of land located in BURNET County, Texas, containing 332.75 acres, more or less in BURNET County Texas as set forth in Plat recorded in Instrument No. 202217351 of the OFFICIAL PUBLIC RECORDS OF BURNET COUNTY;

WHEREAS, all tract of land described herein are now collective called "the Property" and/or "RANCHES AT RIFLE RIDGE".

WHEREAS, it is the desire and purpose of Declarant to place certain restrictions, easements, covenants, conditions and reservations upon the Property in order to establish a uniform plan for its development, insure the use of the Property for primarily agricultural or residential purposes, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts, and to promote the health, safety, and welfare of the residents of the Property;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property, this Declaration for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Declaration shall run with the land and inure to the benefit of each Owner and such Owner's successors and assigns.

ARTICLE I DEFINITIONS

Declaration. "Declaration" means this Declaration of Covenants, Conditions, Easements and Restrictions for RANCHES AT RIFLE RIDGE.

Declarant. "Declarant" means and refers to The Ranches at Shady Oaks, LLC, a Texas Limited Liability Company, and its successors and/or assigns.

Improvement. "Improvement" means every structure and all appurtenances of every type and kind.

Owner. "Owner" or "Tract Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Tract(s), excluding lien holders. If a Tract is owned by more than one person, all of the owners of the Tract will collectively be referred to as the "Owner" of such Tract for purposes of this Declaration

Restrictions. "Restrictions" means the restrictive covenants set forth in Article II of this Declaration.

Road. "Road" means the roadway constructed or to be constructed within the Road Easement.

Road Easement. "Road Easement" means the easement established under Section 3.01 hereof for the purpose of providing ingress and egress over and across the Road for the benefit of the Tract Owners as a means of access to and from a public right of way, said "Road Easement" being a 50' Right of Way, being more particularly shown in in Plat recorded in Plat recorded in Instrument No. 202217351 of the OFFICIAL PUBLIC RECORDS OF BURNET COUNTY.

Road Maintenance Tracts. "Road Maintenance Tracts" means all Tracts within the Property.

Tract. "Tract" or "Lot" means any of the individual tracts of land or subdivided lots located within the boundary of the Property.

ARTICLE II USE RESTRICTIONS FOR TRACTS

2.01 Property Subject to Restrictions. The Property, including all the individual Tracts therein, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner.

2.02 No mobile, manufactured or modular homes shall be permitted on any Tract.

2.02.1 Any Tract located in the Subdivision is to be used for single family residential purposes only.

2.02.2 The main residence constructed on a Tract shall have least one thousand (1,000) square feet of heated and cooled living area and must be constructed with a minimum of three feet (3') of masonry and wainscoting on the front exterior.

2.02.3 Once Construction has started, the exterior of any main residence must be completed within twelve (12) months from the slab being poured and must be built to applicable building and windstorm/flood codes.

2.02.4 Before the main residence is constructed, travel trailers and RV's may be temporarily stored on the Tract but only for a maximum of 6 months of the calendar year. Travel trailers and RV's shall not be used as a residence. After the main residence is constructed, all boats, travel trailers and RV's must be stored behind the residence.

2.02.5 Setback Lines. Except for fencing, light posts, driveways, walkways and landscaping all other improvements must be located on the Lot at least fifty feet (50') from the side and rear lot lines and seventy-five feet (75') from all front lot lines.

2.02.6 Utility Easement. Declarant hereby reserves a utility easement fifteen feet along the front and rear lot lines and ten feet along the side lot lines. Such easement grant and reservation includes a perpetual nonexclusive easement for the installation, inspection, use, operation, maintenance, replacement, upgrade and repair, as applicable, of any utilities and Declarant may transfer, grant, or assign such utility easement to any third party utility provider as Declarant deems necessary.

2.03 Hunting or discharging a firearm may only take place on a tract of 10 acres or more and must be in accordance with Texas state law. No hunting blinds, feeders, nor structures of any kind within 50 feet of any property line shall be permitted on any Tract.

2.04 No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on the Tract.

2.05 No pig farms shall be permitted on any Tract.

2.06 No commercial shooting ranges shall be permitted on any Tract.

2.07 No toxic waste dumping or burying or disposal of any kind shall be allowed that would pollute any stream or body of water, or adversely affect the natural beauty and value of the Property.

2.08 No cellular tower or other type of commercial tower shall be erected or placed upon the property.

2.09 Maintenance. Each Owner shall keep all Improvements on such Owner's Tract in good condition and adequately maintained at all times. Each Tract shall be maintained in a clean and neat manner, free of trash and litter at all times. No abandoned or inoperative equipment, vehicles, or junk shall be permitted on any Tract.

2.10 **Replatting.** If an Owner has record title to two or more Tracts, it may replat said Tracts into one Tract. Tracts may not be divided into smaller parcels or tracts.

2.11 Domestic livestock and exotic animals shall be allowed on any Tract so long as such animals do not exceed one (1) animal for every two (2) fenced acres and do not become a nuisance or threat to other Owners. Pigs, hogs and peacocks are not allowed on any Tract. Chickens, turkeys and other birds shall be allowed so long as such birds are kept in a coup and do not exceed twenty (20) birds per Tract. All animals being raised by the individual Tract Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract as determined by the sole discretion of the Association. Dogs, cats or other common household pets may be kept on a Tract. Dogs will not be permitted to run loose in the Subdivision.

2.12 No signs for advertising, or billboards, may be placed on a Tract with the exception of one professionally made "for sale" sign.

2.13 No activity whether for profit or not, shall be conducted on a Tract which is not related to the occupation of the Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on a Tract or within the Subdivision.

ARTICLE III ROAD EASEMENT AND MAINTENANCE

3.01 Grant of Easement. Declarant hereby reserves, grants and conveys to the Owners a perpetual nonexclusive 50' right of way and easement for the purpose of providing ingress and egress over and across the Road for the benefit of the Tract Owners and their respective occupants, agents, employees, contractors and invitees and for emergency vehicles. Such easement grant and reservation includes a perpetual nonexclusive easement for the installation, inspection, use, operation, maintenance, replacement, upgrade and repair, as applicable, of the Road and utility lines and facilities located within the Road Easement. Each Owner adjoining the Road shall own to the middle of the Road, subject to this Road Easement.

3.01.1 The Subdivision will be served by cluster boxes approved by the U.S. Postal Service and individual mailboxes will not be allowed. The cluster boxes shall be located within the nonexclusive 50' right of way near the entrance to the subdivision.

3.01.2 The Subdivision will be served a Privacy Gate. Said gate to be maintained by the Road Commission Agent.

3.02 Road Commission Agent. Until sufficient development occurs, Declarant will act as Road Commission Agent. "Sufficient development" shall have occurred when at least seventy-five percent (75%) of the total acreage within the Property is owned by Owners other than Declarant. Once sufficient development has occurred, a Road Commission Agent shall be elected by a majority vote of the Owners of the Road Maintenance Tracts (with each such Owner having one (1) vote per Tract owned). The Road Commission Agent will serve a term as agreed to by such Owners and can be replaced or renewed at any time by a majority vote of the Owners of the Road Maintenance Tracts. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

3.03 Road Maintenance and Improvement. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the Road in reasonably good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of Owners of the Road Maintenance Tracts is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, Owners of the Road Maintenance Tracts will be notified by the Road Commission Agent, cost estimates will be provided, and a majority

vote of Owners of the Road Maintenance Tracts approving such expenditure will be required. No Owner shall perform any improvements or maintenance to the Road, except in case of emergency and/or by first notifying the Road Commission Agent. If any Owner performs improvements, maintenance, repairs or replacements of the Road without the approval of the other Owners prior to performing such work, the Owner performing such work shall be responsible for the entire cost and quality thereof.

3.04 Obstructions. The following is prohibited within the Road Easement at all times unless consented to in writing by all of the Owners: construction, installation, maintenance or existence of any Improvement, wall, fence, gate, curb, barrier, post or other impediment or obstruction of any kind upon, across or adjacent to any portion of the Road; storage or parking of any machinery, trailers, vehicles or other property upon, across or adjacent to any portion of the Road; use of the Road in connection with any use prohibited by the Restrictions; or any other use or action that would prevent or impair the use or exercise of the easement rights granted hereby.

3.05 Cost Sharing. Except as set forth in Section 3.04 hereof, road maintenance, repair and improvement costs shall be shared on a pro-rata basis, per Tract, between the Owners of the Road Maintenance Tracts. For example, if there are THIRTY FIVE (35) Road Maintenance Tracts, the Owners thereof would each be responsible for a 1/35th share of the costs incurred. The Road Commission Agent shall provide all Owners with an updated copy of the cost allocations whenever changes are made thereto. In addition, the Road Commission Agent shall have the right to assess and collect a road maintenance assessment from each Owner of a Road Maintenance Tract in the initial amount of **\$500.00, at the time of purchase from the Declarant and \$300.00** per year thereafter, payable January 31 of each year, in order to create a reserve for road maintenance costs. The Road Commission Agent may adjust the road maintenance assessment by one percent (1%) annually, if necessary.

3.06 Disputes. If a dispute arises over any aspect of the improvement, maintenance, repair or replacement of the Road, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the Owners so long as it is not inconsistent with the terms of this Declaration. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third-party arbitrator, each Tract shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration in accordance with Section 3.06 hereof.

3.07 Initial Construction of Roadway. Declarant will construct a 26' wide (including roadway shoulder) chip and seal roadway within the 50' roadway right of way. Construction of the road will be bonded by a reputable bond company to assure completion of the road.

ARTICLE IV GENERAL PROVISIONS

4.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date this Declaration is recorded. This Declaration shall be automatically extended for successive periods of twenty (20) years each time unless this Declaration is cancelled by a two-thirds (2/3) majority vote of the Tract Owners (with each Owner having one (1) vote per acre owned within the Property) and an appropriate document is recorded in the BURNET County property records evidencing the cancellation of this Declaration.

4.02 Amendments. Except for any amendment affecting any existing Improvements, this Declaration may be amended or changed, in whole or in part, at any time by a two-thirds (2/3) majority vote of the Owners (with each Owner having one (1) vote per acre owned within the Property) and an appropriate document is recorded in the BURNET County property records evidencing the amendment of this Declaration.

4.03 Amendment by the Declarant. The Declarant shall have the right at any time, with the consent of the Owner(s) but without consent of any other Owner or other party, to amend the Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Declarant owns at least one Tract and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Property as evidenced by the Restrictions.

4.04 Enforceability. The Declarant or any Tract Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges imposed now or in the future by the provisions of this Declaration. If a court action or lawsuit is necessary to enforce this Declaration, the party(ies) prevailing in such action or lawsuit shall be entitled to recovery of its reasonable attorney fees and costs from the non-prevailing party(ies).

4.05 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

4.06 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

4.07 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Declarant, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

4.08 Terminology. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear. The singular shall include the plural and vice versa.

4.09 Assignability. Declarant may assign and/or delegate its rights and privileges, duties, and obligations hereunder, which rights, privileges, duties, and obligations are and shall be assignable. In this connection, Declarant shall have the right, but not the obligation, to assign its right, privileges, duties, and obligations, in whole or in part, to any persons, civic group, and/or owners' association. Declarant shall be relieved of any and all responsibility under this Declaration if and to the extent Declarant shall make such assignments.

4.10 Invalidity. Should any provision in this Declaration be deemed invalid or unenforceable, the remainder of this Declaration shall not be affected and each other term and condition shall be valid and enforceable to the extent permitted by law.

4.11 Notices. Notices to a Tract Owner under this Declaration shall be deemed sent upon delivery by certified mail or in person to the address to which the Tract Owner's property tax bills are sent.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the _____ day of December, 2022.

[signature follows on next page]

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR RANCHES AT
RIFLE RIDGE
SIGNATURE PAGE**

DECLARANT(S):

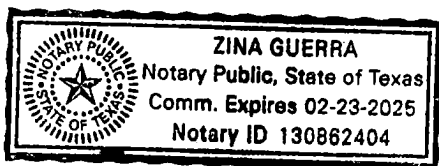
The Ranches at Shady Oaks, LLC,
A Texas Limited Liability Company

BY: 
Prem Kalidindi, its Manager

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Texas

This instrument was acknowledged before me on the 28th day of December, 2022, by Prem Kalidindi, duly authorized Manager of The Ranches at Shady Oaks, LLC, a Texas Limited Liability company.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**


Janet Parker, County Clerk
Burnet County Texas
12/28/2022 3:44:03 PM
FEE: \$46.00
RES

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