

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

309.99 acres located within the R. Bisset Survey, Abstract Numbers 57 and 58 of Williamson County, Texas as shown in attached Exhibit A

This Declaration of Covenants, Conditions, and is made on this the \_\_\_ day of \_\_\_\_\_ 201\_\_ by SJPW RANCH INVESTMENTS, L.L.C. ("Declarant"), whose mailing address is P.O. Box 1249, San Marcos, Texas 78667.

Now, therefore, regardless of anything contained in the Original Restrictions to the contrary, they are hereby amended as follows:

Declarant is the owner of all that certain real property ("the property") located in Williamson County, Texas described as follows: 309.99 acres located within the R. Bisset Survey, Abstract numbers 57 and 58 of Williamson County, Texas as shown in attached Exhibit A described in attached Exhibit A which is hereby incorporated herein.

The Declarant has devised a general plan for the entire Property as a whole, with specific provisions 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.

This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general plan development.

**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**

1.01. "Developer" means Declarant and its successors and assigns who acquire or own the entirety of the development but will parcel it into undeveloped Lots from Declarant for the purpose of development.

1.02. "Lot" means the subdivided Lots within the Property identified above, as fully described in the attached "Exhibit A".

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property.

1.04. "Main Road" means any county, state or otherwise publicly maintained road

1.05. "Mobile Home" also known as modular, prefab, or factory homes, means any prefabricated house assembled in a factory and then transported to site of use.

## **Article II Use Restrictions**

The subdivision shall be occupied and used only as follows:

2-1 No obnoxious or offensive activities shall be carried on upon said Lot or Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

2-2 The raising or keeping of hogs on any part of the Subdivision is strictly prohibited. No pets shall be kept, bred or maintained for any commercial purposes. The raising of livestock shall be allowed, but shall be limited to one (1) animal unit per acre. An animal unit shall be calculated as follows:

- i. one (1) cow;
- ii. one (1) bull;
- iii. two (2) five hundred (500) pound calves;
- iv. three (3) sheep or goats;
- v. one (1) horse;
- vi. two (2) foals one (1) year old or younger;
- vii. any animal with un-weaned offspring shall be considered a single animal unit;  
and
- viii. one (1) head for any animal not already listed, except for swine which shall be limited to one head per Lot.
- ix. five (5) chickens in addition to one (1) of the aforementioned animal units.

2-3 No rubbish, trash, garbage or other waste material shall be kept on any Lot except in sanitary containers located in appropriate areas concealed from the public view.

2-4 No fence, hedge, wall or other dividing instrument over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot.

2-5 No outbuilding, basement, tent, shack, shed, garage or temporary building of any kind shall be used as a temporary or permanent residence. The Architectural Review Committee (ARC) may grant special permission for a temporary residence not to exceed nine months.

2-6 No junk yards, auto salvage yards, waste facilities or metal scrap yards shall be permitted. Repairing or restoration of motor vehicles must be performed in an enclosed building. No motor vehicles that are not in operating condition and shall be permitted to remain on any portion of any tract, except in an enclosed structure.

2-7 Iron ore, top soil, clay or gravel (if conveyed) shall not be mined until the land is paid in full.

2-8 Each inhabited structure in this Subdivision shall be connected to a septic tank with capacity and drain field installed in accordance with the regulations of the County Health Officer and shall be inspected and approved by such Officer. This restriction is enforceable by the County Health Unit and/or the Developer of the tract of land covered by the plat. Prior to construction, Owners of said Lots shall contact said Health Officers for approval of individual septic systems.

### Article III Architectural Review

3-1 Design, Minimum Floor Area, and Exterior Walls. Any residence constructed on a Lot must have a ground floor area of not less than 800 square feet (exclusive of outbuildings, guest houses, porches, garages and servants' quarters), except for approved "tiny houses" which comply with these restrictions in every way except the minimum floor area. "Tiny Houses" which are less than 800 square feet in ground area, of the same structural integrity of a site-built, larger home, are generally allowed and may be approved on a strict, case-by-case basis by the ARC. This excludes single-wide mobile/modular/prefab/factory homes. All exterior colors, textures, and materials must have an architectural style which is approved by the ARC. A nice barn or workshop with living quarters within is acceptable, provided it is built from quality materials and has an architectural style which is approved by the ARC. All structures must have the exterior construction completed in its entirety within one hundred eighty (180) days from ground breaking or initial placement upon the Lot.

3-2 Lots are restricted to (1) dwelling unit per one (1) acres of land. 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 such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

3-3 Mobile Homes. Single-wide mobile homes are strictly prohibited. Any double-wide mobile homes must be approved in writing by the ARC prior to placement. Additionally, double-wide mobile homes which exceed five (5) years in age must be structurally and cosmetically remodeled to appear like-new, as determined by the on a case-by-case basis. Mobile homes shall be underpinned and skirted within 60 days from date placed on the property with a professional quality appearance.

3-4 All porches, platforms, decks and stairways must be architecturally compatible to the home and approved by the ARC.

3-5 The restrictions on manufactured home placement apply to both the original and any subsequently installed homes.

3-6 RV's, late model, well maintained, and attractive 5<sup>th</sup> wheels or camper type trailers may be used for temporary residence up to 180 days. Said residences may be granted additional 180-day extensions provided the residence is neat in appearance and property is well maintained. Permission may be revoked at any time as deemed necessary by the ARC

3-7 Setbacks. No building shall be located on any Lot nearer to the front Lot line or nearer to the side lot line than the minimum building setback lines of one hundred (100) feet to the Lot line along the Main Road and twenty-five (25) feet to all other Lot lines.

Exceptions to the minimum setbacks, as described above, may be granted by the ARC on a case-by-case basis.

For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

3-8 Driveways. All driveways are to be installed and maintained by the Owner of the Lot. This includes the portion of the driveway outside of the Property and within the Right of Way of the Main Road.

Owners are responsible for obtaining a permit from the County Road & Bridge Department or TXDOT for connecting a driveway with the Main Road. Location of culverts and entrances must be approved by the ARC. ARC has the right to remove any culvert or entry not approved.

#### **Article IV Architectural Review Committee**

4-1 Architectural Review Committee. Developer shall designate and appoint an Architectural Review Committee ("ARC") consisting of not less than two qualified persons, which shall serve at the pleasure of the Developer. The initial committee members shall be Zach Potts, Russell Spillers, Kacee Jackson and Tyler Williams.

4-2 Approval of Plans and Specifications. The Architectural Review Committee must review and approve in writing all of the following projects on the Property:

(a) Construction of any building, fence, wall, or other structure.

(b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.

4-3 Written request for Approval. To obtain approval to do any of the work described in Paragraph 3-2, an Owner must submit written request to the Architectural Review Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

4-4 Standard for Review. The Architectural Review Committee shall review written requests for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. A written request can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting a written request, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

#### **Article V Easements**

5-1 Reservation of Easements. Easements for installation and maintenance of utilities, including Pedernales Electric Cooperative, telephone lines, etc., are reserved by Declarant. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of such Lot, except for maintenance of which a public utility is responsible, therein shall continuously maintain the area of each Lot and all improvements.

(a) Easements are defined as:

1. Thirty foot (30') wide area on the sides of each Lot that share a common boundary line with a Main Road; and
2. Fifteen foot (15') wide area on the sides of each Lot that share a common boundary line with another Lot.
3. Thirty foot (30') wide area on the sides of each Lot that do not share a common boundary line with another Lot, for the benefit of utilities.

**Article VI**  
**General Provisions**

6-1 Enforcement. The Developer, the ARC, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Declarant shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the Declarant to enforce any of these provisions. 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.

6-2 Severability. 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 in full force and effect.

6-3 Covenants Running with the Land. These 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 Lot, and each Lot Owner.

6-4 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 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 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Tract Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof, or for as long as Declarant owns more than 50% of total acreage, in order to make necessary alterations, corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the acreage. Neither any amendment nor any termination shall be effective until recorded in the real property records of Williamson County, Texas, and all requisite governmental approvals, if any, have been obtained.

6-5 Attorneys' Fees. 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, attorneys' fees, and costs.

6-6 Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 15 day of July, 2019

SJPW RANCH INVESTMENTS, LLC

By: Zach Potts  
Zach Potts, President of Chanan Corp.,  
General Partner of Esher, LTD.  
Authorized Member of SJPW Ranch  
Investments, LLC

ACKNOWLEDGMENT

STATE OF TEXAS            )  
  )  
COUNTY OF Hays        )

This instrument was acknowledged before me on the 15 day of July, 2019 by Zach Potts, an individual known to me, in the recited capacity for Chanan Corp., General Partner of Esher, LTD., on behalf of SJPW Ranch Investments, LLC



Lindsey Ann Meyer  
Notary Public

After Recording, Return To:  
P.O. Box 1249  
San Marcos, Texas 78667

**JDS SURVEYING, INC.**

T.B.P.L.S. Firm Registration No. 10194118

159 W. MAIN - VAN, TX 75790 – Phone: (903) 963-2333

**309.99 ACRES**

All that certain lot, tract or parcel of land located within the R. Bisset Survey, Abstract Numbers 57 and 58 of Williamson County, Texas, being all of a called 68.132 acre tract as described in a deed from Jack D. Claitor and wife, Patsy J. Claitor to Tracy Mogonye, dated June 11, 1993 and recorded in Volume 2321, Page 163 and being all of a called 238.75 acre tract as described in a deed from Janelle Mogonye and husband Emil Raymond Mogonye to Tracy Mogonye, dated January 11, 1986 and recorded in Volume 1952, Page 278 of the Official Records of Williamson County, Texas, and this 309.99 acre tract being more fully described as follows:

**BEGINNING** at 3" Steel Post Found in the South line of County Road 465, at the Northwest corner of a called 120.217 acre tract as described in a deed from Reta L. Leach, et al to Eagle 519, LLC, dated April 10, 2015 and recorded in Document No. 2015-031322, from which a 1/2" Iron Rod Found at the Northeast corner of same bears North 67 deg. 43 min. 38 sec. East, a distance of 1,560.13 feet;

**THENCE** South 21 deg. 35 min. 53 sec. East, with the West line of said 120.217 acre tract, the West line of a called 27.191 acre tract, described as Tract 2, a called 12.947 acre tract, described as Tract 1 and a called 17.300 acre tract, described as Tract 3 in a deed from James Edward Riddles and Sara D. Riddles to Carolyn Ann Riddles, dated December 19, 2014 and recorded in Document No. 2014-101439, passing a 1/2" Iron Rod Found at the Northwest corner of said 17.300 acre tract at 4,338.82 feet and continuing for a total distance of 5,402.10 feet to a Point for Corner in the North line of County Road 466, at the Southwest corner of said 17.300 acre tract, from which a 1/2" Iron Rod Found at the Southeast corner of same bears North 68 deg. 09 min. 41 sec. East, a distance of 176.10 feet;

**THENCE** South 68 deg. 23 min. 53 sec. West, with the North line of said County Road 466, a distance of 1,768.61 feet to a 1/2" Iron Rod Set in the East line of a called 73.627 acre tract as described in a deed from Vickie Sue Samuelson to Robert L. Merrell and Mary E. Merrell, husband and wife, dated December 6, 2012 and recorded in Document No. 2012-102607, and being at the Southwest corner of said R. Bisset Survey, Abstract No. 57;

**THENCE** North 21 deg. 05 min. 34 sec. West, with the East line of said 73.627 acre tract and the West line of said R. Bisset Survey, Abstract No. 57, a distance of 853.13 feet to a 1/2" Iron Rod Set at the Northeast corner of said 73.627 acre tract;

**THENCE** South 68 deg. 54 min. 27 sec. West, with the North line of said 73.627 acre tract, passing a 1/2" Iron Rod Found at the Southeast corner of said 68.132 acre tract at 222.22 feet and continuing for a total distance of 1,138.93 feet to a 5/8" Iron Rod Found at the Southeast corner of a called 21.192 acre tract as described in a deed from the Veterans Land Board of the State of Texas to Mark Eldridge Kromrei, dated August 12, 2004 and recorded in Document No. 2004-089299;

**THENCE** North 22 deg. 18 min. 23 sec. West, with the East line of said 21.192 acre tract and a called 16.467 acre tract as described in a deed from Jack D. Claitor and Pat Claitor to Mark E. Kromrei and Elizabeth H. Kromrei, dated May 20, 1986 and recorded in Volume 1358, Page 932, a distance of 3,137.70 feet to a 1/2" Iron Rod Found in the South line of said County Road 465;

309.99 ACRES  
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THENCE North 68 deg. 14 min. 09 sec. East, with the South line of said County Road 465, a distance of 924.20 feet to a 1/2" Iron Rod Set for corner;

THENCE North 21 deg. 32 min. 06 sec. West, with the East line of said County Road 465, a distance of 1,390.08 feet to a 6" Wood Post Found, from which a 1/2" Iron Rod Found bears South 87 deg. 35 min. 22 sec. West, a distance of 34.88 feet;

THENCE North 68 deg. 09 min. 00 sec. East, with the South line of said County Road 465, a distance of 2,013.07 feet to the POINT OF BEGINNING AND CONTAINING 309.99 ACRES OF LAND. See Map No. 1187 prepared in conjunction with these field notes. The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment. (TX Central Zone - NAD 27). I, Jace D. Scarbrough, do hereby state that the field notes hereon were prepared from a survey made on the ground under my supervision during the month of June, 2019.

GIVEN UNDER MY HAND & SEAL, this the 19th day of June, 2019.

  
Jace D. Scarbrough  
Registered Professional Land Surveyor  
State of Texas No. 6289



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Sun Vail Ltd  
PO Box 1249  
San Marcos, TX 78667

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2019070381

REST Fee: \$49.00  
08/01/2019 10:04 AM JDISHER



  
Nancy E. Kister, County Clerk  
Williamson County, Texas