

**DECLARATION OF COVENANTS, CONDITIONS
EASEMENT AND RESTRICTIONS
FOR
GRANGER ACRES**

WHEREAS, WHITLEY 20 GRANGER ACRES, LLC, a Texas Series Limited Liability Company ("Declarant") desires to hereby impose certain covenants, conditions and restrictions upon and against the Property (the "Property") described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Property will consist of Lots in the "Granger Acres Subdivision", an exempt and unrecorded subdivision in Williamson County, Texas; and

WHEREAS, Declarant is the owner of the entirety of the Property.

NOW, THEREFORE, as the owner of the entirety of the Property, Declarant hereby executes and records in the Official Public Records of Williamson County, Texas this Declaration of Covenants, Conditions and Restrictions for Granger Acres and thereby imposes the terms and provisions hereof on the Property.

This Declaration of Covenants, Conditions and Restrictions for Granger Acres (the "Declaration") governs all Lots from time to time contained within the Property (the "Subdivision").

I.

CERTAIN DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases shall have the meanings hereinafter specified:

1.01 "**Declarant**" refers to WHITLEY 20 GRANGER ACRES, LLC a Texas Series Limited Liability Company, its assignees and other lawful successors in interest.

1.02 "**Declaration**" refers to this Declaration of Covenants, Conditions, and Restrictions of Granger Acres, as it may be amended from time to time.

1.03 "**Improvement**" means every structure and all appurtenances thereto of every type and kind, including, but not limited to, streets, buildings, outbuildings, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning equipment, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular, cable or satellite television, or other utilities.

- 1.04 **"Lot"** means any parcel of land within the Property as described in Exhibit "A" attached hereto and made a part hereof.
- 1.05 **"Owner"** means any person holding a fee simple interest in any portion of the Property. A mortgagee is not an Owner.
- 1.06 The **"Property"** means all the land in Williamson County, Texas, as legally described on Exhibit "A" attached hereto and made a part hereof.

II. GENERAL RESTRICTIONS

2.01 Nuisance and Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed or allowed to remain on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, (a) no firearms shall be discharged upon any part of the Property with the following exceptions:

(1) It shall be lawful for any person who shall see any dog or dogs chasing, biting, injuring or killing any sheep or other domestic animal, including poultry, belonging to such person, on any real property owned or leased by, or under the control of, such person, or on any public highway, to kill such dog or dogs, and it shall be the duty of the owner or keeper of any dog or dogs so found chasing, biting or injuring any domestic animal, including poultry, upon being notified of that fact by the owner of such domestic animals or poultry, to thereafter keep such dog or dogs in leash or confined upon the premises of the owner or keeper thereof, and in case any such owner or keeper of a dog or dogs shall fail or neglect to comply with the provisions of this section, it shall be lawful for the owner of such domestic animals or poultry to kill such dog or dogs found running at large.

(2) The use of firearms to lawfully slaughter farm animals.

(3) The lawful use of force by citizens, or the lawful use of a firearm by a law enforcement officer in the performance of his/her duties.

(4) The discharge of firearms on property of ten (10) acres or more when it is established that the property has in place natural or manmade ground contours, berms, steel plate with sand trap, fiber containment device, or other containment device designed to reasonably ensure that any projectile fired from firearms is contained within the property boundaries, and the property is being actively used for target practice and/or sighting in of weapons. Unsuitable backstops include but are not limited to trees, stumps, vehicle hulks, stone or gravel piles. Discharge of firearms on such property shall be subject to the following conditions:

(i) Only the landowner and/or individuals with the landowner's written permission may discharge firearms. Safety of shooters and containment of projectiles is the responsibility of the property owner and/or shooter.

(ii) Individuals discharging firearms must be adults or under the direct supervision of a responsible adult.

(iii) Any discharge of firearms will be conducted between 9:00 a.m. and dusk and shall be for the purposes of target practice or sighting of such weapons, not for firing at or hunting of animals, (b) no explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of improvements thereon), (c) no open fires shall be lighted or

permitted except under carefully monitored and controlled circumstances, and (d) no toxic substances shall be dumped or discharged onto or into any part of the Property. Nothing shall be done or kept on the Property which would materially increase the rates of insurance or cause the cancellation of insurance on any Lot or any of the improvements located thereon. No portion of the Property shall be used in a manner that creates a nuisance to other Owners. Nuisance shall include but not be limited to loud music, any lighting that protrudes outward and/or upward, and loud unmuffled vehicles.

2.02 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring/exploring for, or removing oil, gas or other hydrocarbons, minerals of any kind, or for removing or mining rocks, or stones, sand, gravel, aggregate or earth, other than in the ordinary course of constructing improvements thereon.

2.03 Subdivision. Lots may be further subdivided into two or more smaller lots provided a proper and complete application is approved through the entity having subdivision jurisdiction at that time.

2.04 Sanitary Sewers. No outside, open or pit type toilets will be permitted on the Property. No cesspools will be permitted on the Property. All dwellings constructed in this Subdivision must have a septic or sewage disposal system installed which complies with the requirements of all governing agencies with jurisdiction over such matters prior to occupancy. The foregoing restriction shall not be construed to prohibit portable outdoor toilets for construction workers from being placed on any Lot during actual construction of a residence on such Lot.

III.

USE AND CONSTRUCTION RESTRICTIONS

3.01 Residential Subdivision: Except as expressly provided in this Declaration to the contrary, each Lot will be used exclusively for single-family residential purposes.

3.02 Motif; Building Materials for Site Built Homes: All buildings upon the lot shall be of traditional design/appearance and quality construction and shall be constructed of approved building materials. "Approved building materials" for exterior walls include wood, brick, cement board, stone or stucco for exterior walls of primary residential structures and guest houses. All roofs must be of tile, metal or 20, or greater, year 3-tab asphalt dimensional-only shingle. The exterior design, construction, and overall appearance of the primary residence, garage and of any guest house must be single-family residential and must conform with the same exterior finish requirements as for the primary residence, as set forth above. Barndominiums are allowed. A "barndominium" is defined as a workshop with living quarters within and must be built from approved materials as outlined above with the exception that exterior walls may be constructed of sheet metal. A detached garage serving the main house and/or guest house shall not be considered a separate structure. A "tiny house" having the same general characteristics of a site-built home shall be allowed and will be considered a guest house so long as it adheres to guest house construction requirements as provided in this document.

3.03 Mobile Homes:

1. Single-wide mobile homes are strictly prohibited.
2. Double-wide mobile homes are approved provided:
 - a. At time of placement on the property, any such home that exceeds five (5) years in age must be structurally and cosmetically remodeled to appear like-new; and
 - b. Mobile homes shall be underpinned and skirted within 60 days from date placed on the property with a professional quality appearance; and
 - c. The home is used as the primary or secondary residence; and
 - d. No more than one (1) Mobile home is allowed per five acres.

3.04 Business Activities: In-house business activity is permissible, provided that such activity is in no manner evident from the exterior. Without limitation, there will be no business usage which involves customer parking of more than three vehicles at any given time, or exterior storage of identifiable inventory, or equipment. This Declaration does not prohibit occasional meetings with business associates in residences on Lots.

3.05 Maintenance. Each Owner shall keep all landscaping visible from the abutting street(s) on his/her Lot cultivated, mowed, trimmed, pruned, and free of trash and other unsightly material. All improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained at the sole expense of the Owner of such Lot.

3.06 Litter, Rubbish and Debris. No litter, rubbish, debris, or trash (other than that to be picked up by a collection/disposal or recycling service) shall be kept or stored on any Lot; and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive or detrimental to any other nearby property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers; and except at times of pickup, such containers shall be kept to the rear of each residence or out of sight. Any compost pile must be (a) properly maintained, (b) not visible from any street, and (c) located no closer than 25 feet from any adjoining Lot. Trash is to be collected at least twice each calendar month and under no circumstance shall trash be disposed of through burning on any Lot. The Declarant reserves the right to contract with a licensed trash removal service to serve the garbage collection needs of the Property, with each Owner paying for the service to his or her Lot.

3.07 Storage Tanks, Antennae. Any dishes or antennae for electromagnetic reception/transmission must be less than 24" in diameter and located to the rear of the residence on such Lot and at least 50 feet from all Lot lines. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of any television, electromagnetic or radio signal on any other Lot. Storage tanks (i.e., for water, propane, butane, etc.) must be located behind or to the side of the primary residence on a Lot and not be conspicuous from the Public Roadways. Rainwater harvesting systems are allowed and may be placed in any reasonable location.

3.08 Peripherals, Screening. Outbuildings, firewood piles, other materials storage piles, storage facilities, mechanical equipment, clotheslines, and other peripherals must be located near the rear of the Lot and/or screened so that the same are not readily visible from the street(s) abutting the Lot on which the same are located.

3.09 Noise. No unreasonably loud exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any portion of the Property.

3.10 Livestock, Pets & Grazing. 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 "Animal Unit" per acre. An Animal Unit shall be calculated as follows:

- One cow;
- One bull;
- Two calves of 500 pounds each, or less;
- Three sheep or goats;
- One horse;
- Two foals that are one year or younger;
- Five chickens;
- One head for any animal not listed above; and
- Any animal with un-weaned offspring shall be considered one Animal Unit.

3.11 Commercial Trucks. No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall be parked on any portion of the Property at any time unless they are stored in a covered garage or metal workshop, except temporarily while such vehicles are being used in the construction of improvements on/or within the owner's lot.

3.12 Construction Activities. This Declaration shall not be construed so as to prevent or interfere unreasonably with normal construction activities during the construction of improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of normal noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In no event shall any structure be allowed to remain uncompleted for more than one year after construction has commenced. In addition, during construction of any structure, all adjoining roadways and thoroughfares shall be kept free from debris, and during construction, each. In the event that construction upon any Lot does not conform to the requirements set forth above, or otherwise does not conform to usual good construction practices in the area, the other Owner's bound by these covenants, conditions and restrictions shall have the authority to seek and obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which becomes unsanitary, unsightly, offensive or detrimental to the Lot or to any other portion of the Property, then the Owner's bound by these covenants, conditions and restrictions may arrange for such debris to be removed and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. In the event of default in the payment of such sums within thirty days after demand therefor has been made, the Owner of the Lot shall be obligated to pay interest at the highest lawful rate on all sums due thereunder, including reasonable attorneys' fees.

3.13 Junked Motor Vehicles; Junk. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept or allowed to remain on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailer or the like, shall be kept on any Lot other than in a garage or similar enclosed structure.

3.14 Signs. No signs shall be erected or maintained on any lot except the following types of signs:

- (a) Such signs as may be required by legal proceedings.
- (b) During the time of construction of any building or other improvement, one (1) job identification sign not larger than three feet by four feet (3' x 4'), having a face area not larger than twelve (12) square feet.
- (c) Two (2) "For Sale" signs to advertise that a Lot and improvements thereon are being offered for sale and having a face area not larger than four feet by eight feet (4' x 8').

3.15 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the surface of any roadways in the subdivision shall be placed or permitted to remain on any corner Lot.

3.16 Water Supply, Septic System. No outside toilets will be permitted, except temporarily during the construction of improvements. All septic tanks must conform to regulations applicable to the Lot. Each Owner shall be responsible for the water and septic/wastewater system installed on such Owners Lot. All water and septic/wastewater systems shall conform to regulations applicable to the Lot and certification by each regulatory authority having jurisdiction over septic/wastewater and water systems shall be conducted in compliance with applicable regulations.

3.17 Water Run-off. Excepting approved on-site water collection systems which retain rainwater, nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water runoff in such a manner as to cause such water run-off to be diverted to any material degree across any other Lot or which causes flooding or erosion to any other Lot or to any street, ditch or adjacent property.

3.18 Buses, Trailers and Boats. No trailer or boat shall be left parked in the street abutting any Lot except for construction and repair equipment used in connection with the construction or repair of a residence, and no boat or trailer shall be parked on a Lot in such a manner as to be visible from the street unless in a standard garage.

3.19 Pool Fencing. ALL POOLS MUST BE INDEPENDENTLY FENCED FOR SAFETY.

IV.
MISCELLANEOUS

4.01 Construction. This Declaration shall be liberally construed to promote its express and implicit purposes. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion. Unless the context requires a contrary construction, use of the singular, plural, and/or a designated gender shall be of no consequence in construing this Declaration. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the sections hereof.

4.02 No Warranty of Enforceability. While Declarant has no reason to believe that any of the terms and provisions of this Declaration are in any respect invalid or unenforceable, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such terms or provisions. Any Owner acquiring a Lot shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant, and her respective successors and assigns, harmless therefrom.

4.03 Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply with any part of this Declaration shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.

4.04 Enforcement and Nonwaiver. Any Owner (at his/her own expense), and/or Declarant shall have the right to enforce any or all of the provisions of this Declaration. In order to enforce the Declaration, Owner, and/or Declarant, shall deliver written notice to the alleged violator who shall have 30 days in which to remedy the violation (unless such time frame will cause serious harm to the complaining party and/or other Owners, in which case the notice period will be reduced to the maximum time which will not cause serious harm to others); and if the alleged violator fails to do so, then the complaining party shall have the right to enforce the provisions of this Declaration. The failure of any party to enforce the provisions of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce this Declaration or to recover his/her attorney's fees and costs of suit from the other party.

WHITLEY 20 GRANGER ACRES, LLC

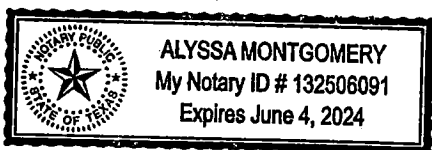
By: Whitley 20 Trust, as Manager

By: 
Russell Spillers, Trustee

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on July 20, 2020, by Russell Spillers as Trustee of Whitley 20 Trust, Manager of WHITLEY 20 GRANGER ACRES, LLC, a Texas Series Limited Liability Company, on behalf of said company.



Alyssa Montgomery
Notary Public, State of Texas
My commission expires: June 4, 2024

AFTER RECORDING RETURN TO:

WHITLEY 20 GRANGER ACRES, LLC
8127 Mesa Drive, #206-53
Austin, Texas 78759

Unofficial Document

EXHIBIT "A"

FOREST SURVEYING AND MAPPING CO.

T.B.P.L.S Firm # 10002000

1002 Ash St.

Georgetown, TX, 78626

DESCRIPTION FOR: WHITLEY 2020 TRUST

81.646 ACRES

BEING 81.646 acres of land, situated in the William B. Vestal Survey, Abstract No. 639, and in the I. & G.N.R.R. Survey, Abstract No. 766, in Williamson County, Texas, said 81.646 acre tract being the same tract of land called 81.65 acres, of record to Michael Wilhite and spouse, Cheryl Wilhite, Document No. 2019065552 of the Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in June of 2020 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" capped iron pin found (steel pin), marked "FOREST RPLS 1847", said point being the Southwest corner of said 81.65 acre tract, for the Southwest corner hereof, same point being in the East boundary of a 70.29 acre tract, of record to Mark Rei Rister, Tract 1, Document No. 2006052592 (OPRWCT), same point being the Northwest corner of a 100 acre tract, of record to Joseph P. Vrana, Jr., Document 2009087235 (OPRWCT), said tract of land referenced to Joseph R. Vrana, III, Michael J. Raymond D., ET AL, per Williamson County, Texas Appraisal District, dated 11/21/2016,

THENCE, with the common boundary line of said 81.65 acre tract and said 70.29 acre tract, along or near a fence, N 22°20'57" E, 2072.58 feet, to a ½" capped iron pin found at a fence corner, for an angle point hereof, said being the Northeast corner of said 70.29 acres and, same point being the Southeast corner of a 20.10 acre tract, of record to Calvary Church of Georgetown, Document No. 2017021929, (OPRWCT),

THENCE, with the common boundary line of said 81.65 acre tract and said 20.10 acre tract, along or near a fence, the following four (4) courses and distances:

1. (L1) N 22°26'51" E, 154.42 feet, to a ½" iron pin found, for the lower Northwest Corner hereof, same being the lower Northeast corner of said 70.29 acre tract,
2. (L2) S 69°20'40" E, 202.86 feet, to a ½" iron pin found, for an ell corner hereof,
3. (L3) N 22°01'21" E, 214.32 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for the upper Northwest corner hereof, same being the upper Northeast corner of said 70.29 acre tract,
4. (L4) S 68°28'53" E, 246.57 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for an angle point hereof, same being the Southwest corner of a 3.00 acre tract, of record to Jessica M. Marek, Document No. 2017064892, (OPRWCT),

THENCE, with the common line of said 81.65 acre tract and said 3.00 acre tract, along or near a fence, the following six (6) courses and distances:

1. (L5) S 68°29'45" E, 51.21 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for an angle point hereof,
2. (L6) S 81°20'21" E, 241.89 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for an angle point hereof,
3. (L7) S 69°39'22" E, 11.48 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for an angle point hereof,
4. (L8) S 54°55'58" E, 23.22 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for an angle point hereof,
5. (L9) S 66°50'47" E, 70.13 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for an angle point hereof,
6. (L10) S 72°48'55" E, 249.21 feet, to a ½" capped iron pin found, marked "FOREST RPLS 1847", for an angle point hereof, said point being the Southeast corner of said 3.00 acre tract, said point being in the apparent West Right-of-Way line of County Road 320, from which a ½" capped iron pin found, marked "FOREST RPLS 1847", at the Northeast corner of said 3.00 acre tract, bears: N 01°51'19" W, 193.27 feet,

THENCE, with the North boundary line of said 81.65 acre tract and the West Right-of-Way line of County Road 320, along or near a fence, (L1) S 71°56'34" E, 61.69 feet, to a 1/2" capped iron pin found, marked "FOREST RPLS 1847", for the Northeast corner hereof, same being the Northeast corner of said 81.65 acre tract,

THENCE, with the East boundary line of said 81.65 acre tract and the West Right-of-Way line of County Road 320, the following two(2) courses and distances:

1. S 08°29'33" E, 302.92 feet, to a 1/2" capped iron pin found, marked "FOREST RPLS 1847", for an angle point hereof,
2. S 14°14'35" E, 1550.67 feet, to a 1/2" capped iron pin found, marked "FOREST RPLS 1847", for the Southeast corner hereof, same being the Southeast corner of said 81.65 acre tract, same point being at Northeast corner of said 100 acre tract,

THENCE, with the common boundary line of said 81.65 acre tract and said 100 acre tract, along or near a fence, S 87°38'37" W, 2452.72 feet, to the POINT OF BEGINNING, containing 81.646 acres, more or less.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 18th day of June 2020, A.D. File: WHITLEY 2020 TRUST 81.646 ACRES


WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

EXHIBIT "A"

Page 2 of 2

AFTER RECORDING RETURN TO:
WHITLEY 20 GRANGER ACRES, LLC
8127 Mesa Drive, #206-53
Austin, Texas 78759

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020080664

REST Fee: \$57.00
07/20/2020 11:34 AM OSALINAS




Nancy E. Rister, County Clerk
Williamson County, Texas