

**DECLARATION OF COVENANTS, CONDITIONS
EASEMENT AND RESTRICTIONS
FOR
STILLMAN VALLEY**

WHEREAS, WHITLEY 20 STILLMAN VALLEY, 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 "Stillman Valley Ranchettes Subdivision", an exempt and unrecorded subdivision in Bell 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 Bell County, Texas this Declaration of Covenants, Conditions and Restrictions for Stillman Valley Ranchettes Subdivision and thereby imposes the terms and provisions hereof on the Property.

This Declaration of Covenants, Conditions and Restrictions for Stillman Valley Ranchettes Subdivision (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 STILLMAN VALLEY, 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 Stillman Valley Ranchettes Subdivision, 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 Bell 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 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. 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 explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of improvements thereon), (b) no open fires shall be lighted or permitted except under carefully monitored and controlled circumstances, and (c) 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 or entities 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 or recreational 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.

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 they do not exceed five (5) years in age; and
 - b. Mobile homes shall be underpinned and skirted with either fiber cement board or masonry within 60 days from date placed on the property and must have 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 (5) acres.
3. A "tiny house" having the same general characteristics of a site-built home or manufactured home shall be allowed and shall be considered a mobile home.

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.) are allowed and may be placed in any reasonable location upon the lot.

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 two "Animal Units" 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.

THE FOLLOWING EXCEPTIONS TO APPLY:

(a) If any member of an owner's family is under the age of nineteen (19) and is a bona-fide member of a 4-H Club or Future Farmers of America Club, then one animal per each bona-fide member shall be permitted for the purpose of raising each animal for competition or as part of a club project, provided that the animal shall be removed from the Lot upon completion of the competition or club project.

(b) Exotic game shall be allowed upon the property, with the exception of those

that would affect the health, safety and or welfare of any of the Owners within the Property.

(c) Dogs, cats, or other common household pets are excluded from the term "livestock" and "animal unit" provided they are kept, bred or maintained for non-commercial purposes.

(e) All Lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

3.11 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.

3.12 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.

3.13 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').

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 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 STILLMAN VALLEY, LLC

By: Whitley 20 Trust, as Manager

By: _____
Russell Spillers, Trustee

STATE OF TEXAS)

COUNTY OF TRAVIS)

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

Notary Public, State of Texas
My commission expires: _____

