

**DECLARATION OF COVENANTS, CONDITIONS
EASEMENT AND RESTRICTIONS
FOR
LOCKHART ACRES SUBDIVISION**

WHEREAS, JANSON 21 LOCKHART ACRES LLC, an individual protected series of JANSON 21, 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 "LOCKHART ACRES Subdivision", an exempt and unrecorded subdivision in Caldwell 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 Caldwell County, Texas this Declaration of Covenants, Conditions and Restrictions for LOCKHART ACRES Subdivision and thereby imposes the terms and provisions hereof on the Property.

This Declaration of Covenants, Conditions and Restrictions for LOCKHART ACRES 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 JANSON 21 LOCKHART ACRES LLC, an individual protected series of JANSON 21, 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 LOCKHART ACRES 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 on 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 Caldwell 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. 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 between the hours of 10:00pm and 6:00am, any lighting that protrudes outward and/or upward, and loud unmuffled vehicles.

2.02 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. This is not a guarantee that a subdivision is possible only that it is allowed.

2.03 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 and/or recreational purposes. Any commercial use including but not limited to an RV Park or Storage Yard is strictly prohibited unless express written consent is provided by the Declarant permitting such use.

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 steel framed building with sheet metal siding that has any living space inside and must be built from approved materials as outlined above with the exception that exterior walls may be constructed of steel and 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 mobile home does not exceed five (5) years in age and is in new or like-new condition; and
 - b. Mobile homes shall be underpinned and skirted with 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, on average.
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 Setback and Slope Requirements, Utility Easements. An easement is expressly reserved in, on, over and through the Property shown on “Exhibit A” as follows:

1. A fifteen foot (15') drainage and utility easement is created and reserved along the sides and rear perimeter of each Lot
2. A thirty foot (30') drainage and utility easement is created and reserved along the front perimeter of each Lot
3. The purpose of the easements are for general drainage as well as the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of any or all public or private utilities, including but not limited to cable, internet, water, electricity, and waste water, and related facilities (collectively, the “Facilities”) which would be necessary to supply any public or private utility service to any Lot in the Subdivision.
4. No residence or other structure may be located any nearer than sixty feet (60') from the front Lot Line (i.e., the Lot line which directly faces a Public Roadway), nor nearer that fifty feet (50') from any rear Lot Line, nor nearer that fifteen feet (15') from any side Lot line.
5. Reservations from Conveyance: None.
6. Exceptions to Warranty: None.
7. Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend the title to the Easement and Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the

Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

8. Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

a. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Property.

b. *Duration of Easement.* The duration of the Easement is perpetual.

c. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

d. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the Property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

e. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

f. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

g. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

- h. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
- i. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
- j. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.
- k. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.
- l. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.
- m. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
- q. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

3.05 Maintenance. 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 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.

3.09 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 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.

3.10 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.

3.11 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.

3.12 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.

3.13 Water Run-off. 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.

3.14 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.

3.15 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

JANSON 21 LOCKHART ACRES LLC

By: _____
Janet Spillers, Trustee

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

Notary Public, State of Texas
My commission expires: _____