

**NOTE: THESE RESTRICTIONS MAY BE AFFECTED BY STATE LAW, INCLUDING BUT NOT LIMITED TO TEX. PROP. CODE CH. 201 ET. SEQ. AS IN EFFECT FROM TIME TO TIME. REVIEW CURRENT LAW BEFORE APPLYING THESE RESTRICTIONS.**

## **DECLARATION OF COVENANTS AND RESTRICTIONS**

**STATE OF TEXAS  
COUNTY OF GONZALES**

THIS DECLARATION OF RESTRICTIONS is made effective as of the date of recording in the real property records of Gonzales County, Texas March 20, 2019 by Gonzales Heights, LLC.

WHEREAS, the Declarant owns all that certain real property lying and being situated in Gonzales County, Texas, described as follows (the "Property"):

All of that 196.83 acre tract of land, more or less, lying and being situated on and west of Texas FM 2814, about 16 miles northeast of Gonzales, in Gonzales County, Texas; all within Mary Williams Survey, Abstract 82, being more particularly described by metes and bounds in Exhibit A attached hereto;

WHEREAS, the Declarant purchased the Property with the intention of dividing it into tracts of land for sale to third parties;

WHEREAS, the Declarant, for the benefit of current and subsequent owners of the Property or portions thereof, desires to make certain restrictions, protective covenants, conditions and charges as set forth herein;

NOW, THEREFORE, Declarant, in order to protect the value and desirability of the Property, hereby DECLARES that said Property shall be held, sold, and conveyed subject to the following RESTRICTIONS, COVENANTS, AND CONDITIONS which shall run with the land and shall be binding on all parties having a right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and any deed or deed of trust which may hereafter be executed, delivered and accepted shall be subject to the terms and conditions contained in this Declaration, regardless of whether or not such terms and conditions are specifically set out in said contract.

### **TRACTS OF BELOW 45.0 ACRES**

The following restrictions are for all tracts below 45.0 acres. If a sufficient number of tracts are purchased by ONE buyer to make their total acreage a total of 45.0 acres, or less this will be considered a 45.0 acre Tract.

## ARTICLE I

### Definitions

1. "Residential Use" shall mean single-family detached dwellings.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property excluding, however, those having any interest therein merely as security for the performance of an obligation.
3. "Tract" and/or "Tracts" shall refer to any portion of the Property, as owned by an Owner. Tracts will be defined and sold by metes and bounds description.
4. "Mobile Home" shall mean and refer to: (1) a HUD-code manufactured home as defined in the Texas Manufactured Housing Act, Chapter 1201 Of the Texas Occupations Code; or (2) a ready built home constructed prior to June 14, 1976 and at a temporary location in a manner in which the entire living area is contained in a single unit for the purpose of selling and moving to another location.
5. "Modular Buildings" shall mean and refer to a structure that is constructed in one or more modules or constructed using one of more modular component and built at a location other than the permanent site, and/or erected or installed on a permanent foundation system.
6. "Front of the Tract" shall mean the tract's boundary line adjacent to and contiguous with Texas FM 2814 and County Road 516 or the side of the tract which is most parallel to County Road 516.
7. "RV" or Recreational Vehicle shall mean a van, travel trailer or motor home equipped with such things as beds and cooking equipment so that people can live in it temporarily, usually while on vacation.

## ARTICLE II

### Restrictions

1. Tracts shall be used only for Residential Use.
2. Single family residences may be constructed on Tracts. Commercial or retail development and multi-family housing such as duplexes, condominiums and apartments, are strictly prohibited.

3. On any one of the original seven tracts, two homes may be built; however, one home must have at least 800 sq. ft. of one story living area and a second home must have at least 1,600 sq. ft. of living area, or 1,800 sq. ft of living area if it is a two story home. If it is a two story home, the ground floor must have at least 1,000 sq. feet of living area.
4. A guest house is permitted provided that it is constructed with building materials approved for the main dwelling and the size of the guest house is a minimum of 500 square feet. Such guest house may be lived in by the owner during the 12 month construction period of the main dwelling as provided for in Item 21 below.
5. All structures must be built on site. No mobile, tiny, modular, pre-manufactured and/or industrial-built home shall be used as a dwelling located or stored on any Tract.
6. All structures must: (1) be constructed with new materials, except that used or aged brick, stone, wooden beams, doors, and the like may be used for architectural design and aesthetics if such use is appropriate for the structure and does not detract from the appearance of the structure; and, (2) consist of 50% masonry on exterior walls. Roofs shall be constructed of 30 year or better composition shingle, tile, slate, metal standing seam or other approved roofing material.
7. Decks, patios, arbors, trellises, sunshades, gazebos, patio covers and similar structures are permitted, as long as they conform to the building and materials requirements provided by these Declarations and do not extend into any easements or building setback requirements.
8. No more than two permanent metal, rock, and/or Hardie Plank barn, storage building, or workshop shall be allowed. Such two buildings shall be no larger than 3,000 square feet; or, one storage building of no more than 6,000 square feet. The front line of the storage building must be built behind the back line of the main dwelling and away from FM 2814 or CR 516 and not in front of the main dwelling.
9. No water wells shall be drilled on any Tract and no sanitary sewage disposal system shall be installed on any Tract until all required permits from any regulatory agencies have been obtained. No structure shall be occupied until water service is connected and an approved private sewage system is installed. On-site sewage facility (septic system) is required.
10. No more than two Domestic Livestock Animal Units are allowed per every 10 acres of the tract. "Domestic Livestock Animal Units" refers to the category and number of domestic livestock animal units identified in the Animal Unit Equivalent Chart promulgated by the National Resources Conservation Service and found at: [https://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs144p2\\_002433.pdf](https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_002433.pdf). No swine shall be raised, bred, or kept on any tract except where the animal is to be kept as a 4-H or FFA project. A maximum of four (4) head may be kept for such projects. No more than 12 chickens are allowed on any tract.

11. No more than four household pets may be kept outside. Puppies and kittens are not counted in this total until they are weaned from their mother. Animals must not be permitted to run at large, but must be confined to the Owner's lot or controlled by a restraint device.
12. The discharge of any explosives or any other device producing a loud noise, or a repetitive noise such as a gun range which is audible from an adjacent tract is prohibited on the Property.
13. Any use or activity that results in a nuisance or annoyance to adjoining Tracts or Owners of any portion of the Property such as, without limitation, any use that omits obnoxious or offensive noises or odors is prohibited.
14. Motor vehicles that are disabled or mechanically inoperable on a public street may not be stored or parked on any Tract, except for repairs or restoration, provided that such vehicles are stored in an enclosed garage and not visible at ground level from any street or adjacent tract. RVs or Recreational Vehicles not used for temporary housing while an owner's home is being constructed must also be stored in an enclosed garage and not visible at ground level from any street or adjacent tract.
15. All vehicles parked on the Property must have current inspection and license registration. All medium or heavy-duty commercial-type trucks or trailers, including 18-wheel tractor-trailer rigs, may be parked on the Property provided the vehicle is 500 feet off of the main access road (FM 2814 or CR 516). An exception would be for construction and/or repair equipment while a Tract is being built upon or repaired in the immediate vicinity and provided that such commercial-type vehicle is parked for no more than 48 hours.
16. Setback Requirements. No structure or improvement, except fences, may be located within 150 feet of the Front of the Tract or 40 feet of any side or rear property line.
17. No driveway shall be constructed on any Tract until all required permits from applicable governmental entities and regulatory agencies have been obtained, if required. All entrance gates shall be inset a minimum of 40 feet from the right-of-way of Texas FM 2814 and County Road 516.
18. The first 100 feet of all driveways must be constructed of asphalt, combo chip seal, two-course chip and seal asphalt paving, concrete, brick pavers, crushed granite or packed gravel based.
19. Border walls and fencing extending along any portion of Texas FM 2814 and CR 516 shall be constructed of the following material only: three or four board vinyl; wrought iron; metal pipe with top rail; masonry or masonry veneer; or cedar posts. T-Posts and steel fencing shall be allowed along the frontage of Texas FM 2814 and CR 516. Perimeter and cross fencing not fronting CR 516 may include cedar posts, metal pipe, and T-Posts with barbed wire, straight wire, livestock panel, rolled wire or some combination thereof.

20. No Tract shall be used or maintained as a landfill, bury pit, or dumping ground. Trash, garbage, rubbish, or other waste shall not be kept on the Property, except in sanitary containers. No Tract shall be used for the open storage of any materials visible from the road or neighboring Tracts, except that any new building materials used in the construction of improvements erected upon any Tract may be placed upon such Tract at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements. Promptly following completion of improvements, such building materials shall either be removed from the Tract or stored in a suitable enclosure on the Tract.

21. All buildings and structures constructed on a Tract shall be completed within 12 months from the date the foundation is poured or materials are stored on the Tract (whichever is earlier). All construction must be performed by an experienced, competent general contractor.

22. All mining activity (including, but not limited to stone, gravel, sand, caliche) and exploration of any type which will damage the surface is prohibited. Road material including gravel or caliche used to construct roads on the Property may be mined and removed from the Property and utilized, provided that, once construction of the road is complete, the removal site shall be restored as much as possible to its original condition.

23. Signage and symbols used to for marketing are prohibited.

24. Tracts may not be subdivided. An owner of multiple Tracts may sell any of their owned, individual Tract so long as the conveyance results in all Tracts maintaining their original size.

25. Private hunting is permitted by archery, shotgun and rifle according to Texas Parks and Wildlife regulations. There is to be no firing of weapons across property lines.

26. No commercial activity to which the general public is invited shall be conducted on the Property. Only a profession, or business (as in accounting) where there is no more than five clients per day is to be allowed.

27. The Property shall not be used for public or private road purposes, and no public or private road shall be built to extend through any Tract of the Property to allow access to adjacent tracts without the consent of the Declarant neighbors to the south.

28. Owners shall be allowed to live temporarily in their RV, or Recreational Vehicle while their home is being constructed within the twelve-month period mentioned in Article II, Item 21 above.

## TRACTS OF OVER 45.0 ACRES

### ARTICLE III

Concerning tracts over 45.0 acres, the following exceptions will be allowed:

1. A guest house is permitted provided that it is constructed with building materials approved for the main dwelling and the size of the guest house is a minimum of 500 square feet. This home must be located according to setback rules provided for in Item 8 below.
2. The discharge of any explosives or any other device producing a loud noise, or a repetitive noise such as a gun range which is audible from an adjacent tract is prohibited on the Property. Owners may hunt with firearms and/or archery. There is to be no firing of weapons across property lines.
3. Since Owners are acquiring oil and gas royalties, oil and gas exploration is allowed if Owner desires, but the operations must be located according to setback rules the same as that of a home.
4. No driveway shall be constructed on any Tract until all required permits from applicable governmental entities and regulatory agencies have been obtained, if required. All entrance gates shall be inset a minimum of 40 feet from the right-of-way of Texas FM 2814 and County Road 516.
5. The first 100 feet of all driveways must be constructed of asphalt, combo chip seal, two-course chip and seal asphalt paving, concrete, brick pavers, crushed granite or packed gravel based.
6. Owners shall be allowed to live temporarily in their Recreational Vehicle or guest house while their main dwelling is being constructed within the twelve-month period.
7. Setback Requirements: No structure or improvement, except fences, may be located within 150 feet of the Front of the Tract or 40 feet of any side or rear property line.
8. All buildings and structures constructed on a tract shall be completed within 12 months from the date the foundation is poured or materials are stored on the tract (whichever is earlier). All construction must be performed by an experienced, competent general contractor.
9. No more than two Domestic Livestock Animal Units are allowed per every 10 acres of the tract. "Domestic Livestock Animal Units" refers to the category and number of domestic livestock animal units identified in the Animal Unit Equivalent Chart promulgated by the National Resources Conservation Service and found at:  
*[https://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs144p2\\_002433.pdf](https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_002433.pdf)*. No swine shall be raised, bred, or kept on any tract except where the animal is to be kept as a 4-H or FFA project.

A maximum of four (4) head may be kept for such projects. No more than 12 chickens are allowed on any tract.

#### ARTICLE IV

##### Binding Effect

Covenants Running with the Land. All of the restrictions, covenants and easements set forth herein apply to each and every Tract, and shall be covenants running with the land.

Declarant Not Bound. The Declarant shall not be subject to the restrictions set forth herein.

Declarant Not Liable. No person, entity or Owner shall be entitled to maintain a suit in equity against the Declarant for any alleged violations of this Declaration by an Owner.

Partial Invalidity. All of the conditions, covenants, restrictions, and reservations contained in this Declaration shall be construed together. Invalidation of any covenant or restriction (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

Term. These restrictions shall continue in full force and effect for twenty years from the date of execution (the "Initial Term"). During the Initial Term, these restrictions may be amended or modified in the manner specified in this Declaration. Following the expiration of the Initial Term, these restrictions shall be automatically renewed and continue in full force and effect for one additional 10-year term unless otherwise terminated by a vote of a majority of the Owners.

#### ARTICLE V

##### Amendment

Declarant shall have, in its sole and absolute discretion, the right to modify this Declaration until the time it has sold 85% of the acreage contained in the Property (the "Declarant Modification Period"). Following the Declarant Modification Period and during the Initial Term, this Declaration may only be modified by an instrument signed by the Owners holding 85% of the acreage contained in the Property. No amendment is effective until recorded in the real property records of Gonzales County, Texas. Any amendment to this Declaration shall only apply to Tracts sold after the date the amendment is recorded in the real property records of Gonzales County, Texas.

ARTICLE VI

Enforcement

If an Owner or Owner's heirs, successors or assigns shall violate or attempt to violate any provision of this Declaration, it shall be lawful for any Owner to prosecute proceedings at law or in equity against the violator or potential violator to prevent the violation, to correct such violation, to recover damages, to obtain other relief for such violations, or to seek any combination of the forms of relief mentioned. Failure at any given time to enforce this Declaration shall in no event be deemed a waiver of the right to do so thereafter. **Nothing herein shall be construed as compelling the Declarant to enforce any provision in this Declaration, nor shall any failure to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Declarant shall have no liability or responsibility at law nor in equity on account of enforcement of, nor on account of the failure to enforce, this Declaration.**

Gonzales Heights, LLC, a Texas Limited Liability Company

By: J. Frank Childress  
J. Frank Childress, Secretary/Treasurer

STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me this 18th day of March, 2019.  
By J. Frank Childress, as Secretary/Treasurer of Gonzales Heights, LLC, a Texas Limited Liability Company on behalf of the business or entity.

My commission expires: 3-4-2021

Shirley DeCoux  
(Notary Public, State of Texas)

(Seal)

