## FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR THE RANCHES AT KNOB HILL SUBDIVISION

The original Declaration is Instrument #2016-00042142 on file with Bell County, Texas with an effective date of October 18, 2016, originally stated as the Ranch at Knob Hill Subdivision. This amendment is effective as of September 24, 2017 per a two-third (2/3) majority vote of the members. Per this amendment, the section titled "Article 1 Restrictions" is hereby reworded and renumbered as follows:

## Article 1 Restrictions

- 1. Any residence built on the Property is to be used for single family residential purposes.
- 2. No residence shall be constructed on the Property with less than one thousand (1,000) square feet within its outside walls.
- 3. Upon start of construction, the exterior of any home must be completed within twelve (12) months from the completion of the foundation and built to applicable building codes.
  - 4. Mobile homes and manufactured homes are prohibited on the Property.
- 5. No junk/abandoned cars or large quantities of scrap/trash may be placed on the Property.
  - 6. No pigs or peacocks will be permitted on the Property.
- 7. No bill boards or large commercial signs may be placed on the Property. Signs naming the Property are permitted. Small signs may be temporarily placed on the Property by a builder during construction, and small signs advertising products associated with a small farm/ranch or other agriculteral based business are also permitted.
- 8. No portion of the Property can be divided into a single tract which is less than 10.01 acres.
- 9. No tract of land under 100 acres in the Subdivision originally sold by Developer can be divided into more than two tracts. A tract over 100 acres can be divided into no more than three tracts. If a tract originally sold by the Developer has been divided into the allowed tracts, then no further subdivision can take place.
- 10. No activity, whether for profit or not, shall be conducted on the Property, with the following exceptions:

- a. Farming, Ranching, Wildlife Management, or other similar activities are permitted for the purpose of maintaining an agricultural appraisal on the property.
- b. Home offices/working from home are permitted.
- c. Hunting, fishing, and other recreational activities are permitted by the Property Owner, their family, and invited guests as long as all applicable state regulations are followed.
- d. Customary sales activities to sell homes/lots in the Subdivision are permitted. In addition, no activity which constitutes a nuisance or annoyance shall occur on the Property, and no toxic substances shall be stored on the Property. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance, annoyance, or toxic substance.
- Each tract of land sold from the Property shall be subject to a utility easement 11. measuring twenty-five feet (25') in width across the front and rear of each tract and fifteen (15') which is reserved along the sides of each tract. The utility easement shall be used for construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land in the Subdivision. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land in the Subdivision to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision of other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an owner of a tract of land in the Subdivision located within the easements.

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