

**DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS & RESTRICTIONS**

STATE OF TEXAS                    §  
  §                    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FAYETTE           §

Clay Morgan Investments, LLC and John Haworth, (hereinafter the "Declarant"), being the owner of the legal and equitable title in and to the following described real property lying and being situated in the County of Fayette and the State of Texas and being more particularly described as follows, to-wit:

BEING 10.15 Acres of land out of the B. Greenville League, Abstract No. 50, Fayette County, Texas and being known as Tract 12 in a survey and partition of the land described in a conveyance to Kelly R. Reynolds of Fayette County, Texas and being more particularly described by metes and bounds attached hereto as "Exhibit A".

Declarant does hereby declare and impose upon the tract the following covenants, conditions, easements, and restrictions for the purpose of carrying out a uniform plan for the development of a quality residential neighborhood. The covenants, conditions, easements, and restrictions of this declaration (hereinafter the "Declaration") shall apply to and become a part of all legal instruments whereby title or possession to the tract is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above-described property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

**ARTICLE 1**

**RESTRICTIONS**

- 1.01 Residential Use: The tract is hereby restricted exclusively to single-family residential use. No structures shall be erected, placed or maintained on any tract other than a single-family residence with such accessory structures and buildings such as a storage building, workshop, garage, guest house and servant's quarters. No home-based business of any kind may be operated out of any home in the subdivision without the written consent of Declarant, other than that of short- or long term residential rental. Not more than three single-family residences may be constructed or placed on the tract. The term "single-family residence" shall include only site-built homes. Mobile homes or modular homes are not allowed.
  
- 1.02 Size and Specifications: No building, structure or other improvement shall be commenced, erected, placed or maintained on the tract, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the Declarant. Barndominiums will be allowed as long as the front of the home is at least 50% masonry. A residence may not be lived in or occupied until the residence is fully complete. Any site-built residence constructed on the tract shall have not less than 600 square feet of heated and air-conditioned space, exclusive of basements, garages, and porches.

- 1.03 Setback Requirements and Front and Rear Building Lines:
- a. Setback Requirements: Residences, garages, or any other building of any kind constructed on the tract shall have a front building line set back 50 feet from the front property line. The residences, garages, or any other buildings of any kind shall be set back 25 feet from any side property line and 25 feet from any rear property line.
  - b. Front Building Line: The front building line is that line parallel to the front property line, and the side property line if a corner tract, which intersects the most forward projection of the actual residence constructed on any tract, including roofs, decks, porches and garages.
  - c. Rear Building Line: The rear building line is that line parallel to the front property line, and side property line if a corner tract, which intersects the rear-most projection of the actual residence constructed on any tract, including roofs, decks, porches, and garages. All storage sheds, portable buildings, animal pens, animal houses, and any other such structures shall be located behind the rear building line.
- 1.04 Driveways: All driveways must be either concrete, asphalt pavement, brick/concrete pavers, gravel or crushed limestone. Gravel and limestone driveways must be a minimum of 4 inches thick compacted. The driveway must be completed before occupying the residence and maintained by the tract owner. Permits for driveways and culverts must be obtained from Fayette County.
- 1.05 Quality Workmanship, Building Materials and Maintenance: All improvements and structures including but not limited to homes, garages, fences, storage buildings, and other improvements shall be constructed of quality, new material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to surrounding tracts. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate.
- 1.06 Rubbish and Debris: No rubbish or debris or any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. Tracts must be regularly mowed and cleaned of debris. Grass higher than 12 inches is not permitted. If, after written notice has been delivered by Declarant to the Tract Owner giving a 30-day notice to mow and the grass has not been cut, then Declarant reserves the right to cut the grass and bill the tract owner a reasonable fee.
- 1.07 Easements: Easements are hereby reserved and dedicated over and across a 16-foot strip along Halamicek Loop, 15 feet along each side tract line, and 15 feet along the rear tract line, for the purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage and/or any other similar utility lines, facilities, and services. These easements shall inure to the benefit of, and may be used by, any public or private company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such companies. Any tract owner installing a fence or other improvement within the area encumbered by the easement does so at his own risk.
- 1.08 Restriction on Further Subdivision: There shall be no dividing, subdividing, or re-subdividing allowed of the tract into a smaller tract or tracts.

- 1.09 Sewage: Wastewater and sewage shall be disposed of by means of sanitary sewer systems or similar approved means of sanitary sewage disposal which meet the requirements of and are approved by all governmental authorities having jurisdiction thereof. No residence shall be used or occupied until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority. The sanitary sewage facility on the tract will be designed by a registered professional engineer or licensed sanitarian in accordance with the Texas Commission on Environmental Quality On-Site Sewage Facility Rules. Sanitary sewage facilities are restricted to aerobic systems or other systems approved by Fayette County and a permit to install an on-site sewage facility must be obtained prior to construction. On-site sewage systems must be inspected and finally approved by Fayette County and must be properly maintained and inspected.
- 1.10 Draining Structures, Ditches, and Stock Tanks: Drainage structures under private driveways shall be constructed at tract owner's expense in accordance with Fayette County regulations. Drainage structures must be completed before house construction begins. Natural drainage and detention facilities and existing drainage easements shall not be altered, constructed, or changed without prior written approval from the Declarant and appropriate government agencies. Buyer agrees to accept on the subject property any water flow or flow rates from rainfall or storm water runoff from or to other property that may be developed at a future time.
- 1.11 Trash Disposal: The tract shall never be used for or maintained as a dumping ground for rubbish, fill, road or construction materials, debris or junk. The owner must have a trash removal service and trash, garbage or other wastes shall not be permitted except in sanitary containers. All cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition beside or behind the residence. Cut or trimmed brush must be disposed of within 30 days of cutting. Construction of a house may not begin until an enclosed trash receptacle and portable toilet are available on-site. It is the owner's responsibility to ensure that construction debris is contained and properly disposed. Dumpsters will not be permissible on a tract except during construction of a residence.
- 1.12 Nuisances: No noxious, noisy, offensive, undesirable, unlawful or immoral activity shall be conducted, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of adjacent tracts. Any determination by the Declarant that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties.
- 1.13 Unused Vehicles: The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats, or other equipment or materials shall not be permitted. The repairing of motor vehicles, boats or any other items of a mechanic nature shall not be permitted on any tract in the Subdivision, except within a garage or other comparable enclosed structure. Any vehicle which does not display a current registration and/or inspection will be considered unused and subject to removal.
- 1.14 Boats and Trailers and Trucks: No boats, boat trailers, travel trailers, campers, recreational vehicles, motor homes, vehicles, and other equipment or other similar property shall be allowed on any tract unless such items are regularly and frequently used by the tract owner, neat in appearance, well-maintained, and stored behind the rear building line and shielded from view. None of the above-mentioned items are allowed on any tract until the residence is completed and occupied. No commercial vehicles with more than 1 rear axle shall be allowed within the subdivision at any time other than during the construction of the primary residence, driveways or ancillary structures and in no event shall such vehicles be left within the subdivision overnight. These vehicles include, but are not limited to, dump trucks of any kind, bobtails, belly dumps and trailers designed to be pulled by trucks with more than 1 rear axle.

- 1.15 Temporary Structures: No structure or improvement of a temporary character, travel trailer, recreational vehicle, tent, camper, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling.
- 1.16 Animals: Dogs, cats or other household pets, not to exceed a total of four in number (exclusive of unweaned offspring) per residence, may be kept so long as they are not kept, bred or maintained for any commercial purpose. All animals must be maintained and confined to each Owner's tract. Dogs may not be kept on a chain, cable or rope but must be confined within a pen or run built out of new materials and must be between the residence and the rear tract line. Farm animals are limited to one large animal (horse or cow) per 2 acres or up to three (3) goats or sheep per acre. Chickens are allowed as long as the tract does not house more than ten (10) chickens at any one time and any chickens or other fowl must be contained within an enclosure which is made of new materials and shielded from view from all tracts and roadways. No pigs, hogs, or swine are allowed under any condition. No pets or animals may be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. If a question arises as to whether an animal, (individually or considered together) is offensive or a nuisance, the Declarant shall make the determination and its determination shall be final and binding on all parties.
- 1.17 Animal Containment: All animals shall be contained within the tract lines either by fence, leash, or other comparable device. Animals shall not be allowed outside the tract. Any pen, corral, hutch, structure or enclosure of any kind must be constructed of new material, must be attractive in appearance in keeping with the general standard of improvement in the Subdivision, and must be at all times kept neat and clean in appearance, consistent with the requirements herein specified for other improvements on the tract. All such improvements must be located behind the residence, and not closer than twenty (20') feet to the side and rear property lines.
- 1.18 Fences: The plans for all fencing must be approved in advance by the Declarant before installation of the fencing can begin. Fences can be constructed of wire, pipe, chain-link, wood, or masonry. No privacy fences will be allowed along the front property line. All fence lines must be mowed and kept clean of weeds, trash and garbage at all times. All fences must be maintained to prevent sagging and deterioration. According to regulations of Fayette County, no fences of any kind or character shall be constructed over or across any drainage easement or flood plain.
- 1.19 Signs: Except for one sign of not more than six square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any tract.
- 1.20 Antennae: No exterior radio, television or any other type of antenna shall be higher than 80' as measured from the ground. All satellite dish receivers larger than three feet (3') in diameter must receive prior written approval of the Declarant as to size and location.
- 1.21 Clothes Drying Facilities: Outside clothes lines or other facilities for drying or airing clothes outside the residence are permitted.
- 1.22 Length of Construction Time: From the date of commencement of construction of any part of a home, barn, storage building or any other type of improvement to the property, the tract owner will have twenty-four (24) months to totally complete the construction of the improvements.
- 1.23 Uses: No part of the Property shall ever be used for (i) interior or exterior storage facility, (ii) junk, salvage yard, parts yard or similar use, (iii) a lodge, hall, meeting place, church, school, club building, or other similar use, (iv) any business of any nature that results in any traffic or visitation to the site by anyone except the owner, (v) any industrial use of any nature, (vi) any noxious or offensive activity or any activity which may be or become a nuisance to the other

property owners, (vii) as a shooting range of any nature, (viii) the production, storage, sale or service of any alcoholic beverage, any fireworks or any drugs, or (ix) the storage or location of any toxic or hazardous material of any nature.

## ARTICLE 2

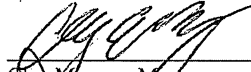
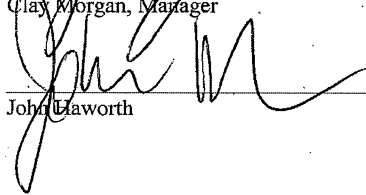
### GENERAL

- 2.01 Enforcement: Declarant may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.
- 2.02 Limitations of Liability: The Declarant shall not be liable in damages or otherwise to the owner of any tract within the subdivision by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with: (a) the approval or disapproval, or failure to approve or to disapprove any plans or specifications; (b) the enforcement of, or the failure to enforce, the covenants, conditions, easements and restrictions of this Declaration; or (c) any other action taken or not taken pursuant to the provisions of this Declaration.
- 2.03 Partial Invalidity: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.
- 2.04 Assignment of Declarant: Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Such assignment shall be evidenced by a written instrument, executed by Declarant and the assignee, and recorded in the Official Records of Fayette County, Texas. In the event of any partial assignment by Declarant of any of its privileges, exemptions, rights and duties under this Declaration, Declarant shall continue to remain responsible and liable for all its obligations and duties under this Declaration until such time as Declarant has completed a full assignment of all of its privileges, exemptions, rights and duties under this Declaration to any other person or entity.
- 2.05 No Warranty of Enforceability: While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any owner acquiring a tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the tract, agrees to hold Declarant harmless therefrom.
- 2.06 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision, and of promoting and effectuating the fundamental concepts of the Subdivision set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

2.07 Laws and Regulations: All owners of any tracts within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

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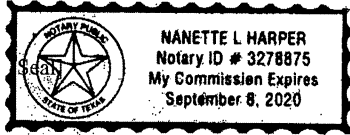
IN WITNESS WHEREOF Clay Morgan, Manager of Clay Morgan Investments, LLC and John Haworth has caused this document to be executed this 10<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
Clay Morgan, Manager  
  
\_\_\_\_\_  
John Haworth

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me this 10<sup>th</sup> day of May, 2018 by Clay Morgan, Manager of Clay Morgan Investments, LLC, a Texas limited liability company, on behalf of said company.

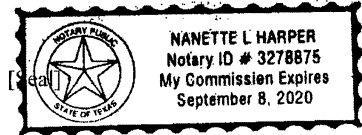


  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me this 10<sup>th</sup> day of May, 2018 by John Haworth.



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

Clay Morgan Investments, LLC  
10829 Jollyville Road  
Austin, Texas 78759

Exhibit "A"

INST. #18-03063  
Vol:1857 Page:963

STATE OF TEXAS  
COUNTY OF FAYETTE

FIELD NOTES FOR 10.15 ACRES OF LAND  
TRACT 12

BEING 10.15 ACRES OF LAND OUT OF THE B. GREENVILLE LEAGUE, ABSTRACT NO. 50, FAYETTE COUNTY, TEXAS AND BEING KNOWN AS TRACT 12 IN A SURVEY AND PARTITION OF THE LAND DESCRIBED IN A CONVEYANCE TO KELLY R. REYNOLDS IN THE DEED OF RECORD IN VOLUME 870, PAGE 800 OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a set 1/2" rebar with a "Pollok & Sons" cap on the southwesterly right-of-way of Halamicck Loop for the easterly corner of a 10.15 acre tract known as Tract 11 in this survey and partition and the northerly corner of this tract from which a found 5/8" pin at easterly end of a flare of Halamicck Loop right-of-way for the northeasterly corner of the Reynolds land bears North 48° 56' 46" West, a distance of 4306.49 feet;

**THENCE** South 48° 56' 46" East, with the southwesterly right-of-way of said Halamicck Loop, a distance of 353.42 feet to a found 5/8" pin at the northerly end of a flare of said Halamicck Loop right-of-way for the upper easterly corner of the Reynolds land and of this tract;

**THENCE** South 11° 52' 19" East, with said flare, a distance of 52.59 feet to a found 5/8" pin at the end of said flare for the lower easterly corner of the Reynolds land and of this tract;

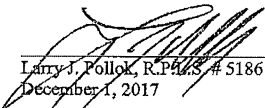
**THENCE** South 41° 02' 09" West, with the northwesterly right-of-way of said Halamicck Loop, a distance of 1087.67 feet to a found 5/8" pin for the easterly corner of the Karen Sue Jobe, et al land as described in Volume 890, Page 913 of the Deed Records of Fayette County, Texas and the southerly corner of the Reynolds land and of this tract;

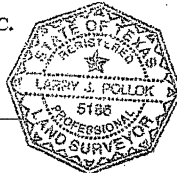
**THENCE** North 48° 56' 42" West, with the common line of said Jobe land, a distance of 395.72 feet to a set 1/2" rebar with a "Pollok & Sons" cap for the southerly corner of the aforementioned Tract 11 and the westerly corner of this tract;

**THENCE** North 41° 03' 14" East, into an across the Reynolds land and with the common line of said Tract 11, a distance of 1119.37 feet to the **POINT OF BEGINNING** and containing 10.15 acres of land as shown on a plat that accompanies this description.

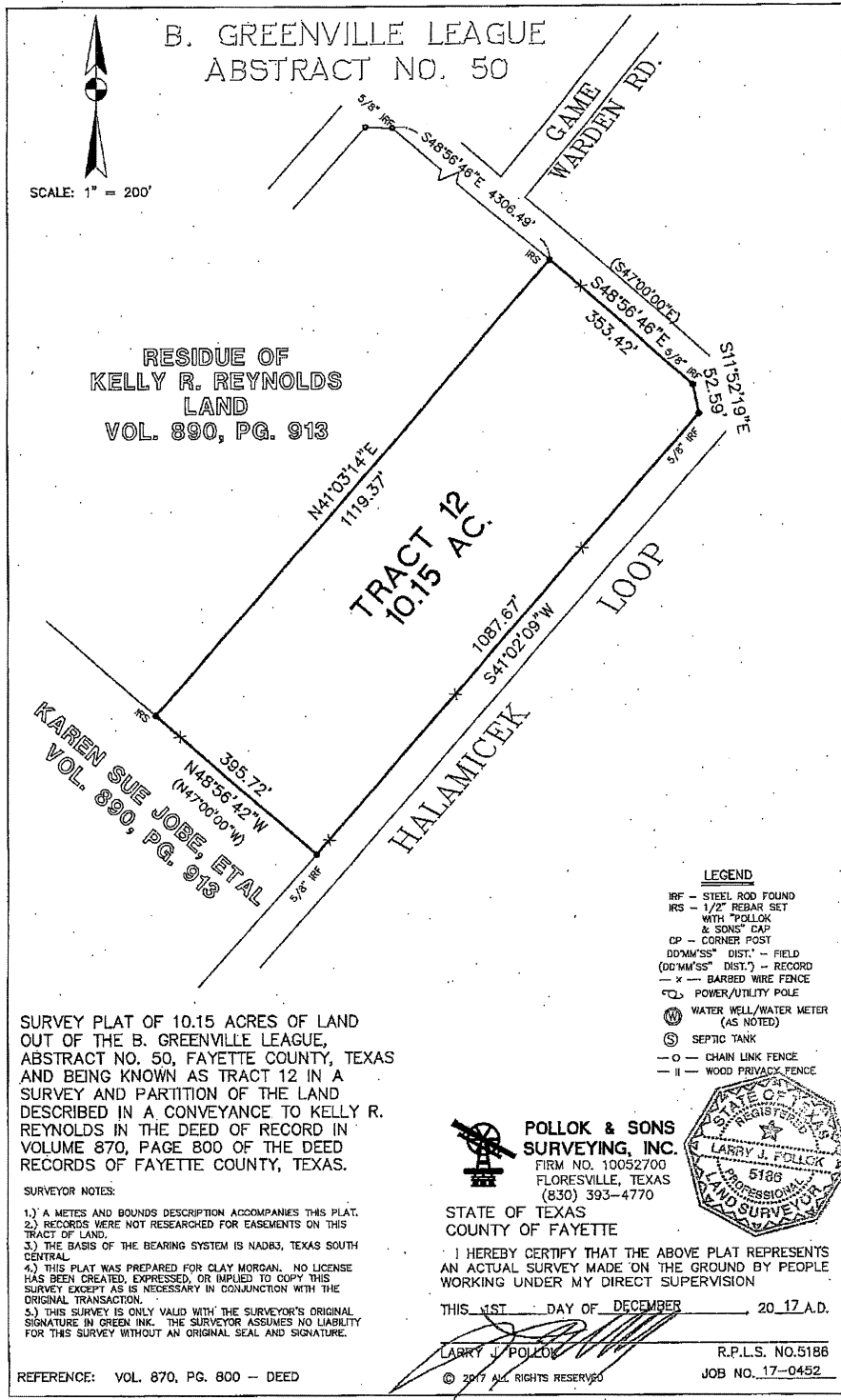
The bearing system is based on NAD83, Texas Central.

**POLLOK & SONS SURVEYING, INC.**  
Firm No. 10052700

  
Larry J. Pollok, R.P.L.S. # 5186  
December 1, 2017



Refer. 17-0452



INST. #: 18-03063  
Vol: 1857 Page: 964

5/10/2018 1:27:57 PM  
STATE OF TEXAS COUNTY OF FAYETTE  
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the OFFICIAL RECORDS of Fayette County, Texas as stamped hereon above time.

JULIE KARSTEDT, COUNTY CLERK  
Stamp: 8 Page(s) *KS*

