

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
LAS HACIENDAS DE RANCHO AMISTOSO**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BANDERA

Whereas, April Robin, Inc., a Texas corporation, hereinafter referred to as "Declarant" has heretofore caused to divide a 49.38 acre tract of land in Bandera county, Texas as shown on Exhibit "A" attached hereto (to be known as "Las Haciendas de Rancho Amistoso."); and,

Whereas, Declarant desires to have a harmonious development of Las Haciendas de Rancho Amistoso, and preserve the aesthetics and character of the land; now,

Therefore, Declarant desires that this Declaration of Covenants, Conditions and Restrictions for each such Tract of Las Haciendas de Rancho Amistoso, to be recorded in the Real Property Records of Bandera county, Texas as follows:

**ARTICLE I**

**Definitions**

- 1.1 "Committee" shall mean the Architectural Control Committee created in Article II of these Declarations.
- 1.2 "Common Driveway" shall mean the fenced and paved entry into the Ranch from Ranch Road 2828 and connecting to Tracts 3,4,5 and 6 of the Ranch.
- 1.3 "Common Entrance" shall mean the fenced and paved entry into the Ranch from FM 3240 and connecting to Tracts 1, and 2 of the Ranch.
- 1.4 "Declarant" shall mean and refer to April Robin, Inc., a Texas corporation.
- 1.5 "Declarations" shall mean these recorded covenants, conditions and restrictions, and all amendments, modifications, interpretations, or extensions hereof.
- 1.6 "Guest House" shall mean a Living Unit constructed in connection with, and in addition to, any primary residence on a Tract. All Guest Houses shall be subject to the same conditions as any Living Unit, except the minimum square footage shall be 600 square feet, single story.
- 1.7 "Living Unit" shall mean any improvements on a Tract which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons living together as a single housekeeper unit.

- 1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Tract; provided, however, that the Purchaser under a recorded Contract for Deed shall be deemed the "Owner" of any such Tract instead of the Seller under such Contract until such time as such Contract is forfeited or canceled.
- 1.9 "Purchaser" shall mean and refer to an individual or entity who purchases and owns a Tract.
- 1.10 "Ranch" shall mean Las Haciendas de Rancho Amistoso, and shall include all of Tracts 1, 2, 3, 3A, 4, 4A, 5 and 6 thereof according to each Tract description as set forth on Exhibits "B-1" through "B-6" attached hereto and made a part hereof .
- 1.11 "White Board Fences" shall mean the fences as constructed by Declarant on the property lines along Ranch Road 2828, FM 3240, the Common Driveway and the Common Entrance.

## **ARTICLE II**

### **Architectural Control Committee**

Architectural Control Committee. There is hereby created an Architectural Control Committee, hereinafter referred to as the " Committee ," presently composed of Jerry Reed, Phillip Yochem and Tom Ewbank. A majority of the Committee may designate a representative to act for it. In the event of the death, removal or resignation of any member of the Committee, Declarant may appoint a successor. Any member of the Committee may be removed by Declarant at any time for cause. The Committee shall review all plans for improvements allowed herein and either approve or disapprove of same. No Living Unit, Guest House, water well, septic system, residence, building, fence, wall or other structure shall be commenced, erected or maintained upon property within the Ranch nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted in writing to and approved in writing as to harmony of external surrounding structures and topography by the Committee. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, approval will not be required and this Article will be deemed to have been fully complied with. The Committee may also enforce these covenants and each Owner's compliance therewith at law or in equity, against any person or persons violating or attempting to violate same and, upon successful prosecution of any action to so enforce, shall be entitled to reasonable attorney's fees and its costs.

The Committee shall have the power to employ any professional consultants to assist it in discharging its duties. The decision of the Committee shall be final, conclusive and binding upon the person submitting these plans and/or specifications to the Committee.

Neither the Declarant, nor its duly authorized agent or the members of the Committee, shall be liable for damages or otherwise by reason of mistake, judgment, or negligence arising out of or in connection with the approval. The Committee may also enforce the covenants contained in this Declaration and each Owner's compliance therewith at law or in equity, against any person, entity or business violating or attempting to violate same, and upon successful prosecution of such action shall be entitled to reasonable costs and attorney's fees.

Notwithstanding any of the foregoing provisions, the Committee is hereby given the authority to waive any restriction or covenant herein contained, when in the opinion of said Committee, the proposed waiver will add to the appearance and value of a Tract and to the Ranch as a whole and will not detract from the appearance or value of any other Tract in the Ranch.

At which time all of the Tracts in Las Haciendas de Rancho Amistoso have been sold, Declarant, at Declarant's sole option, may appoint the Tract Owners the responsibilities of the Committee and the duties to manage and enforce these Declarations.

### **ARTICLE III**

#### **Permitted Uses and Restrictions**

3.1 Use. Tracts in Las Haciendas de Rancho Amistoso, unless otherwise shown on the plats or provided for herein, shall be used solely for single family residential purposes. The term "residential purposes," as used herein, shall be held and construed to exclude duplexes and any other type of multi-family dwelling, however, it does not exclude Guest Houses. No Tract shall be used for more than one residence and its outbuildings without written consent of the Committee. Except as otherwise provided herein, no Tract shall be used or occupied for a trade or business of any kind.

3.2 Animals. No swine, sheep, goats or poultry of any kind (except for 4-H or FFA or similar organization projects) shall be raised, bred or kept on any Tract. Horses, cattle and similar large animals shall be limited to two (2) large animals per five (5) acre Tract and four (4) per nine (9) acre Tract. No animals may be kept, bred or maintained for any commercial purposes. Owners are responsible for all animal waste and shall not allow such waste to create a health and/or an odor issue for other Owners. All dogs, cats and other household pets, must be confined or within the perimeter of their Owner's Tract at all times.

3.3 Signs. No sign of any kind shall be displayed to the public view on or from any portion of the Ranch without the approval of the Committee except as follows:

- i. One sign of customary and reasonable dimensions advertising a Tract for sale, lease, rent or exchange displayed from the Ranch; and
- ii. Such sign as may be used by Declarant or its assignees in connection with the development of the Ranch and sale of Tracts; and
- iii. Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

3.4 Drainage. No Owner, other than the Declarant, shall do any act or construct any improvements which would interfere with the natural or established drainage systems or patterns within the Ranch without the approval of the Committee.

3.5 Disposal of Garbage and Trash . No Tract shall be used or maintained as a dumping ground. No rubbish, trash, garbage or any other waste, shall be kept except in sanitary containers concealed from sight from common driveways and removed by the garbage disposal service servicing the Ranch. All other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No trash, ashes or other refuse may be thrown or dumped on any vacant land on the Ranch.

3.6 Drilling and Mining . Except pursuant to pre-existing rights, no oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon the Ranch, nor shall oil wells, tanks, tunnels, mining, excavations or shafts be permitted upon or in any Tract.

3.7 Hunting. No hunting (by archery or firearm) is allowed within or on the Ranch. No firearm may be discharged on any Tract.

3.8 Noxious or Offensive Activity . No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which is or may become an annoyance or nuisance to other Tract Owners.

3.9 Vehicles. No junk, wrecking or auto storage yards shall be kept or located on any Tract. No inoperative vehicle, boats or similar equipment shall be kept or stored on any Tract except in an enclosed structure with four (4) walls. A vehicle shall be considered inoperative if it cannot be moved under its own power for more than thirty (30) days. No truck, bus, trailer, recreational vehicle or camper ("Recreational Vehicle") shall be left parked in a driveway or in front of the main ranch house, except while a residence or residences are being built or repaired in the immediate vicinity. Until such time as the permanent residence on a Tract is occupied, a Recreational Vehicle may be kept on a Tract for no more than fourteen (14) days out of any thirty (30) day period; provided, however, that a Recreational Vehicle may be used for a period of no more than six (6) months during construction of a permanent residence as long as it utilizes an approved sewage disposal system. After the permanent residence on a Tract is occupied, all Recreational Vehicles shall be enclosed or out of sight from view from any other Tract.

3.10 Excavation . No gravel, sand, caliche, or soil shall be sold from any Tract, without approval of the Committee.

3.11 Sewage Facilities. No outside toilets or cesspools shall be erected, placed or used upon any Tract, but a septic tank or other sewage disposal system approved by the appropriate governmental agency shall be used on each Tract to accommodate the sewage. All septic tanks installed must comply with or exceed the requirements for

septic tanks of the applicable governmental jurisdictions, and must receive a permit from the applicable authority prior to use.

3.12 Satellite Dishes. All satellite dishes shall be constructed or placed in the rear of the residence in a manner so as to minimize their view from the other Tracts, unless otherwise approved by the Committee.

3.13 Water Wells. Water wells may be drilled and completed on a Tract and used for domestic and household purposes. No water produced from such a well may be sold or bartered to another Owner.

3.14 Residences and Structures . No Living Unit other than a single family residence containing not less than Two Thousand (2,000) square feet on a single story (exclusive of open porches, breeze ways, carports, and garages), and a private garage, Guest House, servant's quarters, barn or stable, storage or utility room ,or such other outbuildings as are customarily appurtenant to a Living Unit, shall be erected or constructed on any Tract. Because of the existing structures that are in place on Tract 1, the set backs, square footage requirements, and all existing buildings are hereby grandfathered and this Section 3.14 shall not apply to such existing improvements; however, all other conditions of this set of Declarations will apply to subsequent construction on Tract 1. All buildings must be completed no later than six (6) months after laying foundations, unless otherwise approved by the Committee. Any structure or part thereof constructed of lumber shall be finished with not less that two (2) coats of paint. **No mobile, pre-built or modular or manufactured homes are allowed** . Any garage, barn, stable, or other outbuildings must be of good appearance and may not be used as a temporary or permanent residence (except approved Guest Houses). All garages, barns, stables or other outbuildings must be constructed concurrently with or after the residence is constructed. All Living Units must have permanent foundations that meet the requirements of the United States Department of Housing and Urban Development for permanent foundations.

3.15 Temporary Structures. Except as provided in section 3.9 above, no structure which is temporary in character, including, without limitation, any Recreational Vehicle, tent, shack, garage, barn, stable, or other outbuilding, shall be used as a residence on any Tract at any time; provided, however that Declarant reserves the right to construct and/or maintain temporary buildings, structures and Recreational Vehicles within the Ranch in connection with the construction and administration of initial improvements.

3.16 Failure to Complete Construction. Any construction which is not completed in a good and workmanlike manner, in substantial conformity to the plans and specifications approved for same by the Committee, within the time limits provided herein, and where such failure is not excused by the Committee, shall be deemed as a nuisance, and the Committee shall have the right, at its sole option, to enter upon a Tract and to have such incomplete construction removed or to carry such construction forward to completion, the charge for work so performed to be billed to, and paid for, by the Owner of such Tract, and the Committee may bring an action at law against the Owner for the costs and expenses incurred in such removal or completion. Any judgment rendered hereunder shall include interest, reasonable attorney's fees and court costs.

3.17 Owner's Obligation to Landscape and Maintain Ranch. Each Owner shall landscape his Tract in an attractive manner. Such landscaping shall be done and completed within a reasonable time after completion of any Living Unit constructed on the Tract.

Each Owner shall maintain his Tract and any improvements thereon, including the repair and/or replacement of all damaged improvements. The Tract and any improvements must be maintained in a safe, sanitary and attractive condition. Such maintenance responsibility shall apply whether or not the Tract is improved with a Living Unit and shall include but shall not be limited to control of all weeds and other unsightly vegetation, rubbish, trash, garbage and landscaping visible from other portions of the Ranch by other Owners.

In the event that an Owner fails to maintain and/or landscape his Tract as provided herein in a manner which the Committee reasonably deems necessary to preserve the appearance and value of the project, the Committee may notify the Owner of the work required, and demand that it be done within a reasonable and specified period. In the event that the Owner fails to carry out such maintenance and/or landscaping within said period, the Committee shall, subject to not less than ten (10) days prior written notice, have the right, but not the obligation, to enter upon the Tract to cause such work to be done and individually charge the costs thereof to such Owner. Notwithstanding the foregoing, in the event of an emergency arising out of the failure of an Owner to maintain his Tract, the Committee shall have the right to immediately enter upon the Tract to abate the emergency and, subject to notice, individually charge the costs thereof to such Owner.

3.18 Walls and Fences . Walls and fences must be approved prior to construction by the Committee. All fences must be maintained by each Owner in a good condition. No fence shall exceed 4 feet in height. As consideration for the White Board Fences being installed on the highway frontage portion of Tracts 1, 2, 5, and 6, the Owners of such Tracts shall maintain, paint, and not remove such White Board Fences. The Committee shall have full, complete and final authority to remove or cause to be removed all or part of the White Board Fences and to approve any wall or fence to be constructed on the Ranch.

3.19 Driveways. All residences must have driveways that extend at least one hundred (100) feet back from the property line that are either paved with Chip Seal, Asphalt, Concrete, or otherwise approved by the Committee.

3.20 Ranch. No portion of a Tract may be sold , and no Tract may be re-subdivided without the written approval of the Committee.

3.21 Utility Easements. Declarant reserves unto itself, its successors and assigns, a utility easement along each side, rear and front of each Tract property line. Declarant for itself, its employees, agents, and assigns retains the right to install utilities within said easements and to maintain the same, including the right to remove or trim trees and other vegetation growing thereon. No improvement shall be completed within said easements, except for driveways. Declarant, its agents, employees and assigns, shall not be liable for any damage to trees, vegetation or structures, including driveways, resulting from the construction or maintenance of the utilities.

3.22 Green Belt. Except for approved driveway openings, each Owner is not allowed to clear, cut, trim or in any manner, remove the trees and vegetation for a space of twenty (20) feet along any property line of any Tract, or for a space of fifty (50) feet along the Ranch Road 2828 property line of Tracts 5 & 6.

The intent of this provision is to create a Green Belt that creates visual privacy, and dampens noise and sound between the adjoining Tracts.

3.23 Setbacks. All Living Units, Guest Houses, and permitted outbuildings or structures shall be constructed within the Following Setbacks:

Tract 1: Except for existing improvements, seventy-five (75) feet from the Common Entrance, and fifty (50) feet from the North, East or West property lines;

Tract 2: Seventy-five (75) feet from the Common Entrance, and fifty (50) feet from the North, East or West property lines;

Tracts 3 and 5: Seventy-five (75) feet from the Common Driveway, and fifty (50) feet from the North, South and West property lines. No construction of any improvements shall be allowed on Tract 3A.

Tracts 4 and 6: Seventy-five (75) feet from the Common Driveway, and fifty (50) feet from the North, South and East property lines. No construction of any improvements shall be allowed on Tract 4A.

The Committee is granted the discretion to issue written variances as to setback lines in order that this Section does not preclude the construction of Living Units and necessary and customary improvements incident thereto, or in order to not create an undue hardship on any Tract Owner.

3.24 Pools Except for ornamental fountains or animal watering tanks, no above ground pools or water features are allowed on any Tract.

#### **Article IV**

##### **Termination and Amendments**

The provisions hereof are to run with the land and shall be binding on all properties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of then Owners has been recorded, agreeing to change the duration of said Declarations. Any provision, covenant, condition or restriction contained herein may be modified, amended, terminated or extended upon the recording of an agreement to make such change that is signed by at least ninety percent (90%) of the Owners of Tracts within Las Haciendas de Rancho Amistoso Ranch, and such change shall thereafter apply prospectively and not retroactively to the Ranch.

#### **Article V**

##### **Violation of Restrictions and Covenants**

In addition to the remedies provided, the Committee and any Owner, including Declarant, shall have the power to enforce the provisions of this Declaration and any rules and regulations published by the Committee by proceedings at law or equity against the person violating or attempting to violate any such restriction, covenant or rule, and either prevent him or them from so doing by injunction, or correct such violation, or recover damages or other remedy for such violation. Failure to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter against any person who has violated a covenant or expressed an intent to violate a covenant or is in the process of violating a covenant.

**ARTICLE VI**

**Severability**

Invalidation of any one or more of these covenants, restrictions, conditions, or charges by judgement or court order shall in no way affect the validity of any other covenant, restriction, condition or charge set forth herein, which shall remain in full force and effect for all purposes.

**ARTICLE VII**

**Waiver**

Notwithstanding any of the above provisions, the Committee is hereby given the authority to grant variances or waive, in writing, of any restriction, set-back line, or covenant herein contained, when in the opinion of said Committee, the proposed waiver will add to the appearance and value of the subject property and to the Ranch as a whole and will not detract from the appearance or value of other properties in the Ranch, or finds, in their sole discretion, that it is in the best interest of the requesting Owner and the Ranch.

**ARTICLE VIII**

**Effectuation of this Declaration**

Effectuation of this Declaration shall be accomplished by the recordation hereof in the Real Property Records of Bandera County, Texas.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

DECLARANT  
APRIL ROBIN, INC.  
a Texas Corporation

By: \_\_\_\_\_

Name: Jerry Reed

Title: President



STATE OF TEXAS

COUNTY OF BANDERA

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jerry Reed,  
President of April Robin, Inc., a Texas corporation, in the capacity therein stated, and on behalf of said corporation,

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Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Las Haciendas de Rancho Amistoso

c/o April Robin, Inc.

PO Box 704

Bandera, Texas 78003

