



## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST MOODY FARMS SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on September 28th, 2020 in Coryell County, Texas by River Land Holdings, LLC, (herein called "Declarant"), whose mailing address is P.O. Box 1621, Gonzales, Texas 78629.

Declarant is the owner of all the certain real property located in Coryell County, Texas described as follows: 379.50 acres of land, more or less, being part of the R. T. Davidson Survey., Abstract No. 274 in Coryell County, Texas and being a portion of that certain called 382.44 acre tract of land described as Tract 1, in a deed to Joe D. Mitchell 2013 Family **Gst** Trust (Joe D. Mitchell and Josephine M. Jenkins Mitchell, current Trustees), recorded in inst. No. 93612, Deed Records of Coryell County, Texas. Said 379.50 acre tract being more particularly described by metes and bounds in attached Exhibit "A".

The following Covenants, Conditions and Restrictions to the above described property will apply to all portions of the subject property. All tracts of property located within the subject property will be subject to each and every covenant, condition and restriction set forth herein. Therefore, it is declared that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions.

### **RECITALS**

A. Declarant is the owner of all that certain real property ("the Property") located in Coryell County, Texas, described as follows: 379.50 acres of land, more or less, being part of the R. T. Davidson Survey., Abstract No. 274 in Coryell County, Texas as shown in Exhibit "A".

B. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

C. This general plan will benefit the Property in general, the parcels that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

D. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plan.

## **ARTICLE I DEFINITIONS**

1.01 Defined Terms. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"Developer" means Declarant and its successors and assigns who owns the entirety of the development but will parcel it into undeveloped tracts for the purpose of the development.

"Tract" means the subdivided tracts within the Property identified above.

"Owner" means the record owner or owners of the fee simple title to any tract or portion of the subject Property.

"Main Road" means any county, state or otherwise publicly maintained road.

"Mobile Home" also known as modular, prefab, or factory home, means any prefabricated house assembled in a factory and then transported to site of use.

"Tiny Home or Cabin" means residential dwellings that are less than 400 square feet in ground area and are of the same structural integrity of a site-built larger home.

"ARC" means Architectural Review Committee which will review and enforce the guidelines and restrictions placed on the subject property.

## **ARTICLE II ARCHITECTURAL CONTROL**

2.01 Architectural Review Committee. Developer shall designate and appoint an Architectural Review Committee (“ARC”) consisting of not less than two qualified persons, who shall serve at the pleasure of the Developer. The initial committee members shall be John Paul Jones II and Alecia Bartel.

2.02 Approval of Plans and Specifications. The Architectural Review Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall or other structure.
- (b) Any exterior addition, change or alteration in any building, fence, wall or other structure.

2.03 Written request for Approval. To obtain approval to do any of the work described in Paragraph 4.

2.04 An owner must submit a written request to the Architectural Review Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work.

2.05 Standard for Review. The Architectural Review Committee shall review written requests for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. A written request can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting a written request, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

## **ARTICLE III EXTERIOR MAINTENANCE**

3.01. If an Owner of any tract fails to maintain the premises in a neat and orderly manner, the Developer or Architectural Review Committee shall have

the right, through its agents and employees, to enter the tract in order to repair, maintain, and restore the Property, the exterior of any buildings and other improvements located on the Property at the expense of the Owner.

## **ARTICLE IV USE RESTRICTIONS AND ARCHITECTURAL STANDARDS**

4.01 Property Use. Property use is limited to Residential, Light Commercial and/or Agricultural use only. All tracts shall be used for single-family residential purposes, light commercial and/or agricultural uses. No retail or high-traffic commercial activity shall be permitted. No commercial activities shall be permitted outside of daylight hours. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing ?

4.02 Houses and Residential Structures.

a. Site Built Homes and Barndominium's have a minimum square footage requirement of 800 square feet of heated and cooled living area and are required to have all exterior walls built of wood, metal or masonite. No vinyl siding is allowed.

b. Single Wide Manufactured Homes are strictly prohibited.

c. Double and or Triple Wide Manufactured Homes have a minimum square footage requirement of 2,000 square feet of heated and cooled living area and must be completed within 60 days of construction start date. Homes which exceed five (5) years in age, must be structurally and cosmetically remodeled to appear like-new, prior to being moved to the subject property. All homes older than five (5) years of age will be reviewed and approved by the ARC on a strict case-by-case basis. Mobile homes shall be underpinned and skirted within 60 days from date placed on the property with a professional quality appearance. Siding of metal or masonite material on all exterior walls is required. The exterior is also required to have material of rock, brick, metal or stucco type material installed on all 4 sides no less than 3 feet in height from the foundation. Front and rear covered porches with the minimum dimensions of 10 feet x 20 feet

in size and must be installed at the time of the home installation. The outdoor yard area around the home must be maintained and well-kept at all times (completely around the home).

d. Tiny Homes and Cabins shall be those houses that are less than 400 square feet in ground area, which are of the same structural integrity of a site-built larger home. They are generally allowed but will be approved on a strict, case-by-case basis by the ARC.

e. RVs and Motorhomes are allowed for both short term and or permanent living but all units must be kept in a covered barn or building (see section 4.4 for building and structure guidelines). All RVs and or motorhomes must be kept in like-new exterior condition with the outdoor yard area on all 4 sides around the home maintained and well-kept at all times. The maximum number of RVs and or motorhomes is regulated to one (1) unit per tract. If an RV is used as a residence for any period of time (including short term overnight stays), it will be counted as a tiny home, cabin or guest house. If an RV is being used as a residence for any period of time, then only one (1) cabin or tiny home is allowed.

f. All tracts are allowed one (1) primary residence which meets the minimum 800 square feet of living area and one (1) guest house, tiny home, cabin or RV if the RV is used for residential purposes.

g. Only one (1) primary residential dwelling or residence may be located on each tract and no more than one family may reside in each dwelling. If a home is occupied by persons who or not related by marriage or kinship, then no more than four (4) natural persons are allowed. Each tract is allowed one (1) guest home, tiny house and or cabin as long as the primary residence is already in place. If a primary residence (home of 800 square feet or larger) is not desired, then a maximum of two (2) tiny homes or cabins is allowed on each tract. The minimum requirement for a guest home will be no larger than fifty-percent (50%) of the total living area square footage for the primary residence. Example: if the primary residence is 2,000 square feet of living area, then the guest home can be no larger than 1,000 square feet of living area.

4.03 Fences. The ARC must approve fences. No construction of the fence may begin until the specifications and a site plan showing the location of the fence have been submitted to and approved, in writing, by the ARC. All fencing must be professionally installed using quality materials and workmanship with a maximum height of 8 feet. Any fence installed, regardless of height or length, without the prior approval of the ARC and deemed in violation of these restrictions is subject to being removed, without notice, at the expense of the owner.

4.04 Outbuildings, Structures and Pools. Any structure or improvements attached to the home must be new construction and of the same style, material, color and design of the residence. All barns and or buildings must be professionally erected and constructed with new materials. The use of reclaimed materials is allowed on a case by case basis. Maximum building size is limited to 5,000 square feet of covered area. Variances for larger buildings will be reviewed and permitted on a case by case basis in writing from the Declarant. All swimming pools must be located in the rear of the residence and completely fenced. Above ground swimming pools must have decking installed around at least 50% of the pool.

4.05 Temporary Residences during Construction. Recreational vehicles or camper trailers may be used for a temporary residence for up to three (3) months. Said residences may be granted additional three (3) month extensions if the ARC deems that the residence is neat in appearance and the property is well maintained. Permission may be revoked at any time as deemed necessary by the ARC.

## **ARTICLE V RESERVATION OF EASEMENTS**

5.01 Reservation of Easements. Easements for installation and maintenance of utilities, including electric, telephone lines, etc., are reserved by Declarant and are identified on the recorded plat of the West Moody Farms Subdivision.

## ARTICLE VI USE RESTRICTIONS AND RULES

6.01 Potable Water Service. Water service for the area is provided through the Elm Creek Water Supply Corporation. The developer has executed a water service agreement with the Elm Creek Water Supply Corporation to provide one (1) standard 5/8 water meter to each tract of land located within the subdivision. Any additional water meter requests will need to be sent directly to the Elm Creek Water Supply Corporation located at 603 Avenue E in Moody, TX 76557. The Elm Creek Water Supply Corporation has the full authority to approve or deny the installation of additional water meters requested as the executed water service agreement only guarantees one (1) standard water meter per tract. Although the developer has entered and executed a water service agreement with the Elm Creek Water Supply Corporation, each purchaser of a tract of land located within the subdivision will still be responsible for paying the new service operation fee of \$1,700.00. This is the current rate charged by the Elm Creek Water Supply Corporation at this time and is provided as a reference for estimated expenses only.

6.02 Surface Mining. It is expressly forbidden by these restrictions to mine surface or subsurface minerals or soils by strip-mining or by any other method is prohibited. This restriction does not prohibit the pumping of ground water for consumption upon the tract wherein the well is located. Groundwater may only be used for private domestic use.

6.03 Sewer Systems. All homes or structures with sanitary facilities shall be connected to a septic system which meets the requirements of the Texas Department of Health and must be permitted through the county in which the septic system will be located.

6.04 Building Setbacks. All tracts are subject to building setbacks and utility easements which are identified on the recorded plat.

6.05 Re-Subdividing. No re-subdividing of any kind is allowed.

6.06 Leasing. Tracts may be leased for residential or agricultural purposes which are outlined in the restrictions. All leases will require that the tenants sign a copy of the recorded covenants, conditions and restrictions at the time of executing a lease for the subject property.

6.07 Vehicles and Business Use. Business or commercial activity is limited to light commercial or business use only and is only allowed if the property is being used as a primary residence. Light Commercial use is defined as no more than one (1) vehicle entering and exiting the property in a 24 hour period with a weight rating above 30,000 lbs. Light Business use is defined as no more than three (3) vehicles of any weight rating entering and exiting the property within a 24 hour period. Commercial vehicle exceptions: If a commercial vehicle is used by the owner/tenant as their primary income, then a maximum of two (2) commercial vehicles will be allowed per tract. Any property owner or tenant who uses a commercial vehicle for their primary income will be required to provide to Declarant proof of income for the use of their stored vehicles and or trailers.

6.08 Equipment and Trailer Storage. All long-term parking or storage of trailers, RVs, motorhomes, tractors, automobiles, etc., must be kept under a barn or shed at all times. Barns and sheds are required to be enclosed on at least 3 sides so that all items being stored are not visible from the road or adjoining neighbors. Long term storage is defined as being parked in a specific location for a period of five (5) days or more.

6.09 Animals, Livestock and Poultry. No swine (hogs) are allowed. Guineas, peacocks or other loud fowl are strictly prohibited. Poultry is allowed with a twenty (20) bird maximum for any tract of land fourteen (14) acres or smaller and a forty (40) bird maximum for all tracts of land that are larger than fourteen (14) acres in size. All poultry and birds of any kind must be contained in a pen and or fenced area and are not allowed to roam within 50 feet of adjoining property lines. Maximum total of livestock, including but not limited to, cattle or horses, is one (1) animal unit per two (2) acres at any time. Any animal weighing 500 lbs. or more is considered an animal unit. Maximum total head of other farm animals, including but not limited to, goats and sheep must not exceed three (3) animal units per one (1) acre of land at any time. All dogs must be kept within the property boundaries at all times and are not allowed to be obnoxious or of annoyance to adjoining neighbors. The only exception to the rules and regulations listed above is a FFA or 4-H project in which all animals must have dedicated pens or fencing. Overgrazing of the property is not allowed at any time. It will be the sole responsibility of the owner to manage the grazing of the property in order to maintain the esthetics of the property. 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.

6.10 Outdoor Drying Facilities. Outdoor drying facilities used for drying clothes can only be placed in an area that is completely concealed and is not visible from the highway, adjoining access roads and or other neighboring residences.

6.11 Junk Yards and Garbage Dumping. All acreage or tracts described in this document shall not be used as a dumping ground or storage place for garbage, junk, abandoned automobiles or any type of waste materials.

6.12 Nuisance. It shall be the responsibility of each owner and occupant to prevent the development of any unclean, unsightly or unkempt condition on his/her property. No obnoxious or offensive activity shall be carried on within the properties or shall anything be done to cause discomfort, annoyance or nuisance to any person using any of the properties within the subdivision.

6.13 Firearms and Hunting. The discharge of firearms of any caliber is strictly prohibited.

6.14 Outdoor Playscapes, Trampolines, Etc. All outdoor activity equipment is required to be placed behind the residence, kept in working condition and pleasing appearance at all times.

6.15 Outdoor Trash Disposal. Burning and or disposal of household trash in burn barrels/containers or burn pits is strictly prohibited

## **ARTICLE VII ADDITIONAL PROVISIONS**

7.01 Variance. The Developer and his successors or assigns reserve the right to grant variances as they see fit. The Developer reserves the right to grant variances without the consent of any or all of the current property owners who own any portion of the subject property in which the restrictive covenants, conditions and restrictions apply.

7.02 Severability. Should any one or more of the Restrictions set forth herein be held to be invalid or unenforceable by final judgment of any court, the same shall in no way affect the remainder of the Restrictions contained herein not directly affected by such final judgment, and the remainder of such Restrictions shall remain in full force and effect.

7.03 Covenants Running With the Land. These covenants, conditions and restrictions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title or interest in the property in whole or in part, to their heirs, successors, and assigns. These covenants, conditions and restrictions shall be for the benefit of the Property and each tract Owner.

7.04 Enforcement. The Declarant, the ARC, their assigns, or any persons owning a tract within the subject property shall have the right to prosecute but not the obligation any action by law they deem advisable against any person or persons violating the covenants, conditions and restrictions in this document. Declarant reserves the right to access any tract located within the boundaries of the subject property at any time and remove and or repair items which are in violation of the restrictions and conditions listed within.

7.05 Attorneys' Fees. If any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

7.06 Duration. The covenants, conditions and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than fifty (50) percent of the Owners. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five (75) percent of the Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof in order to make corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing here-in, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the acreage. Neither any amendment nor any termination shall be effective until recorded in the real property records of Coryell County, Texas, and all requisite governmental approvals, if any, have been obtained.

7.07 Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

7.08 Attorney's Fees. In the case of any controversy, dispute or claim that arises relating to this document or the provisions set forth, breach, or an enforcement, the prevailing party shall be entitled to recover from the losing party any reasonable expenses and attorney's fees.

Witnessed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
River Land Holdings, LLC

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority on this day personally appeared Henry C. Schmidt III (manager) of Straight Land Holdings, LLC known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_