

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR STONE HAVEN SUBDIVISION

THIS DECLARATION, MADE THIS 9 DAY OF APRIL, 2017, BY ARNOLD GUERRA AND RUTH V. GUERRA, OWNERS OF THE REAL PROPERTY DESCRIBED IN ARTICLE 2.

RECITALS:

A. Declarant is the owner of the real property described in Article 2 of this Declaration and desires to create thereon a subdivision known as Stone Haven;

B. Declarant desires to provide for the preservation of the values and amenities in said subdivision and to this end, desires to subject the real property described in Article 2 to the covenants, restrictions and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

C. Declarant has deemed it desirable, for the efficient preservation of the values, attractiveness and desirability of the lots in said subdivision installing certain covenants and restrictions hereinafter created;

NOW, THEREFORE, Declarant declares that the real property described in Article 2, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as "covenants and restrictions) hereby imposed on said property, and such restrictions and covenants shall constitute covenants running with interest in any Lot or Lots in said subdivision, their heirs, successors and assigns and shall inure to the benefit of each owner of any such Lot or Lots in said subdivision to wit:

ARTICLE 1 - DEFINITIONS

(a) The "Committee" shall mean the Architectural Control Committee created pursuant to this Declaration to review and approve the Plans and Specifications for the construction of Improvements upon the Property.

(b) "Declarant" shall mean ARNOLD GUERRA AND RUTH V. GUERRA, or their respective successors or assigns, provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of the Declarant hereunder.

(c) "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, barns, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, windmills, and nay facilities used in connection with water, sanitary sewer, wastewater, septic tank, storm sewer, drainage, gas, electric, telephone, regular cable television, or other utilities.

(d) "Lot" shall mean and refer to any of the numbered lots shown upon any recorded subdivision map of the Property (including Lots in any permitted resub division and Lots in any Additional Land added to this Declaration as provided herein).

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property, but excluding those having such interest merely as security for the performance of an obligation. Where matters within this Declaration require a vote of the Owners, each Owner (including Declarant) of a Lot shall be entitled to (1) vote for each Lot so owned. Where a Lot is held jointly or in common by more than one (1) Owner, such Owners thereof shall designate one (1) Owner among them who shall be entitled to cast such vote and no other person shall be authorized to vote in behalf of such property interest except by proxy signed by such Owners.

(f) "Plans and Specifications" shall mean the documents designed to guide or control the construction or erection of any improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documents or information relevant to such Improvement.

(g) The "Property" shall mean and refer to the real Property described in Article 2 hereof, and any Additional Land that may be brought, under the scheme of this Declaration as provided in Article 2 thereof, and which is subject to this Declaration or any Supplemental Declaration.

(h) "Road" shall mean Stone Haven Lane street on the Property and Live Oak Street where adjacent to the Property.

(i) "Supplemental Declaration" shall mean any declaration covenants, conditions, and restrictions which may be hereafter recorded by Declarant to (1) add any Additional Land to the Property, or (2) subject any portion of the Property to further covenants, conditions, or restrictions, or (3) to withdraw any real property from the Property.

ARTICLE 2 - PROPERTY SUBJECT TO THIS DECLARATION

(a) The Property, The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Gonzales County, Texas, and is more particularly described as follows:

All lots in Stone Haven Subdivision, a subdivision in Gonzales County, Texas, according to the map or plat thereof of record in Plat Cabinet Page _____ of the Plat.

ARTICLE 3 - LAND USE

(a) **Lots.** Each Lot shall be used only as a residence for a single family, including related or ancillary uses approved by declarant, and for no other purpose. No portion of a Lot, nor any building, structure or other Improvement located thereon, except for the entire Lot, together with all Improvements located thereon, may be rented, and such entire Lot may be rented only to a single family. A "single family" shall mean a group of persons related by blood, marriage or adoption and shall also include foster children and domestic servants. Garage and other apartments, duplexes, condominiums, townhouses, and other multifamily residential, office, commercial, retail, and industrial buildings and uses are prohibited.

(b) **Oil, Gas, Mineral, mining and excavation operations.**

No oil, gas, mineral, mining or excavation operations of any kind or character, no drilling or prospecting for oil, gas or other minerals, no oil gas or other mineral development operations, refining, quarrying, or mining operations shall at any time be permitted upon any lot or other area within the Property.

(c) **Livestock, Animals, Household Pets.**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other small and domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No animals including pigs, hogs, swine, poultry, fowl, wild or dangerous animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. No pet may be left unattended in front yards, porches or other unenclosed outside areas of a Lot. All pet waste will be removed and appropriately disposed of by the Owner of the pet. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the Owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Lot.

(d) **Trucks, Buses and Trailers.**

No unsightly storage shall be permitted that is visible from the Road in front of any lot. No boats, trucks or other vehicles shall be kept for the purpose of repair on any Lot, except in enclosed garages or storage facilities protected from the view of the other residents.

(e) **Storage and Vehicle Repairs.**

No unsightly storage shall be permitted that is visible from the Road in front of any Lot. No boats, trucks or other vehicles shall be kept for the purpose of repair on any Lot, except in enclosed garages or storage facilities protected from the view of the other residents.

(f) **Nuisances.**

No noxious or offensive activities of any kind shall be permitted upon any Lot, nor shall anything be done thereon which constitutes a nuisance or which may be or may become an annoyance to the neighborhood.

(g) **Temporary Structures.**

No structure or emplacement of a temporary character, mobile home, manufactured home, derelict, junk or racing motor vehicle, nor any motor vehicle without a current license tag, or any tent, shack, or other outbuildings except as approved by the Committee placed, driven onto, altered, or permitted to remain on any Lot at any time, either temporarily or permanently, without the prior written consent of the Committee. No mobile home or pre-constructed manufactured home of any kind may be moved upon any Lot for any purpose.

(h) **Garbage and Refuse Disposal.**

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be reasonably screened so as not to be visible from any other portion of the Property.

(i) **Trash Containers**

Trash containers and recycling bins must be stored in one of the following locations: (i) inside the garage of the residence; or (ii) behind or on the side of the residence in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent

residence, e.g. behind a privacy fence or other appropriate screening.

(j) **Outside Burning.** There will be no exterior fires permitted, except that of barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Stone Haven Subdivision. No Owner will permit any condition upon its portion of the subdivision area which creates a fire hazard or violates Applicable Laws.

(k) **Maintenance of Lots.** The Owner of each Lot shall keep grass, weeds and vegetation trimmed or cut so that the same shall remain in a neat and attractive condition.

(l) **Party Wall Fences.** Each wall built as a part of the original construction of a single family residences which serves and separates any two (2) adjoining single family residences near the dividing line between two (2) Lots and intended to benefit both Lots shall constitute a "Party Wall". The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If the Owner fails or refuses to pay his share of costs of repair, replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced.

(m) **Development by Declarant.** Notwithstanding anything contained in this Declaration to the contrary, declarant, its successors, transferees or assigns may conduct business activities related to the development and sale of the Property, and may maintain such Improvements as Declarant determines, in Declarant's sole discretion, to be necessary or appropriate therefore.

ARTICLE 4 – ARCHITECTURAL CONTROL COMMITTEE

(a) **Membership.** The Committee shall be composed of two (2) persons. The initial members of the Committee shall be Arnold Guerra and Ruth Guerra. No member of the Committee shall be entitled to any compensation for services performed pursuant to this Declaration. Declarant shall have the right to appoint and change the membership of the Committee.

(b) **Approval of Plans and Specifications.** No Improvement and no antenna nor any mechanism or device that provides for the collection, storage or distribution of solar or wind energy for use as thermal, mechanical or electrical energy and that is not part of a building, shall be erected, placed, altered or maintained on any Lot until a copy of the Plans and Specifications and a plan showing the location of such Improvements have been delivered to and approved by at least one member of the Committee as to the quality of workmanship and materials, harmony of external design with the existing improvements and as to the location with respect to topography and finished grade elevations. The Plans and Specifications shall be properly prepared in a manner so as to be clearly understood. The Plans and Specifications and the plans showing the location of the proposed structure shall remain possessions of the Committee. If the Committee fails to approve or disapprove the Plans and Specifications within thirty (30) days after the Plans and Specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Unless prohibited by this Declaration, when, in the opinion of the Committee, a waiver or modification of any of the restrictive covenants therein would not impair or retract from the high quality of the Property, it may, by written instrument in recordable form, waive or modify any restriction.

(c) **Adoption of Rules.** The Committee may adopt such procedural and substantive rules, standards, policies and development guidelines, not in conflict with this Declaration, as it may deem necessary or proper for the Property, including but not limited to a building code, a fire code, a housing code, architectural guidelines as it may deem necessary and similar codes or guidelines shall be binding and enforceable against each Owner in the same manner as any other restriction set forth herein. Nothing contained herein shall be deemed to affect an approval granted by the Committee in accordance with the terms of this Declaration prior to the amendment of such rules, standards, policies, procedures or development guidelines.

(d) **No Waiver of Future Approvals.** The approval or consent of the Committee to any Plans and Specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

(e) **Nonliability of Committee Members.** Neither the committee nor any member thereof, shall be liable to any Owner or to any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this Declaration, unless due to the willful misconduct or bad faith of such person. Neither the committee nor any member thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

(f) **Address.** Plans and Specifications shall be submitted to the Committee at Arnold and Ruth Guerra, 3401 C.R. 239, Gonzales, Texas 78629, or such other address as designation of such address recorded in the Real Property Records of Gonzales County, Texas. Plans and Specifications shall be delivered by certified mail with return receipt to insure delivery.

ARTICLE 5 - RESTRICTIVE COVENANTS

(a) **Dwelling Types and Garages.** No dwelling shall be erected, altered, placed or permitted on any Lot other than one detached, single-family dwelling.

(b) **Height.** No building, structure, antenna or other Improvement erected or placed on any Lot shall exceed two (2) stories or forty (40) feet in height.

(c) **Dwelling Size.** No single-family residential dwelling, exclusive of open porches and garages, shall contain less than a total of 1,000 square feet, and not less than 1,000 square feet for the first floor of a two-story dwelling.

(d) **Setback Requirements.** No dwellings and other Improvements (other than fences and landscaping as provided herein) shall be constructed or permitted within fifteen (15) feet of the front Lot line on any Road on which the Lot is located or within ten (10) feet of the side and rear Lot lines unless otherwise approved by the Committee.

(e) **Masonry Requirements.** All single-family dwellings shall have a minimum of 100% of the exterior front wall facing the Road of stucco, brick or stone construction, and right and left side exterior walls will have mixture of stucco, brick, stone and smart siding. Rear exterior of house will have 100% of smart siding.

(f) **Roofs** Roofs shall consist of dimensional fiberglass asphalt or composition shingles

with a life of 30 year.

(g) **Exterior of Structures.** The exterior walls of all buildings, outbuildings and other structures shall be weatherproofed by painting or other appropriate method.

(h) **Solar Collectors, Wind Generators.** No solar collectors or wind generators shall be erected or maintained on any Lot except for solar collectors integrated into the design of the dwelling. Any such installation shall be in harmony with the design of the dwelling, and shall be installed in a location or shall be reasonably screened from view from any road.

(i) **Construction Activities Notwithstanding** any provision herein to the contrary, this Declaration shall not be construed so as unreasonably to interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of permitted signs or similar activities, provided that such construction (i) has been permitted by the appropriate governmental authorities, (ii) is conducted during daylight hours, and (iii) is pursued to completion with reasonable diligence and conforms to construction practices customary in the area.

(j) **Unfinished Structures.** No structure shall remain unfinished for more than twelve (12) months after construction has commenced.

ARTICLE 7 - EASEMENTS

(a) **Utility and Access easements.** Easements for installation and maintenance of utilities and for access may be provided as shown on the plat of the Property. And certain other easements and related rights affecting a Lot or the Property may have heretofore been granted, created and dedicated, and each conveyance of any Lot is made accepted subject to all of such easements, dedications and reservations, if any, to the extent and only to the extent the same may be in force and effect of record in the Office of the County Clerk of Gonzales County, Texas, or that may be apparent on the Property. Within these easements, no structure, trees, vines, plants or any other things shall be placed or permitted to remain which may in any way damage or interfere with the installation or maintenance of utilities, or which may obstruct access. The easement areas within each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically inserting, repairing or maintaining public utilities, and further reserve the right to grant, dedicate, reserve or otherwise create, at any time and from time to time, easements for public utility purposes along and on either or both sides of any Lot line, which easement shall not exceed ten(10) feet in width on each side of any Lot line. There is further hereby created an easement upon purposes of ingress and egress in connection with the installation, maintenance and repair of all public utilities and appurtenances thereto.

ARTICLE 8 - UTILITIES.

No dwelling or other structure shall be occupied unless and until connected to a public wastewater system. The Owner of each Lot, at his sole cost and expense, shall be solely responsible for obtaining all permits and approvals required for and for drilling and using an individual water well. The Owner of each Lot is responsible for any fees associated with connecting to a public water supply. No collective water or wastewater system shall be permitted without the approval of Declarant, unless and until public water or wastewater is available for connection. The Owner of each Lot shall apply for and coordinate with the electric company to obtain electrical service. The company furnishing electric service shall extend service to the lot and make the necessary connection at the property line and at the meter. The owner of each lot shall be responsible for any fees and/or cost associated with obtaining electrical service. The location of any service extension across lots other than the owner's shall be approved the Declarant.

ARTICLE 9 - COMPLIANCE WITH PROVISIONS OF RESTRICTIONS: LIEN FOR MAINTENANCE COSTS AND FORECLOSURE.

Each Owner shall comply strictly with the provisions of this Declaration as from time to time amended. Failure to comply with any of the provisions of this Declaration shall constitute a violation of the provisions of this Declaration, and shall give rise to cause of action to recover sums due for damages or injunctive relief or both, maintainable by any owner or the Board. The Committee shall have the power to enter at any time in an emergency or in a non-emergency after twenty-four (24) hours' written notice, without being liable to any Owner, upon any Lot or into any Improvement thereon, for the purpose of enforcing this declaration, and the Improvement or other facility to conform this Declaration, and the expense incurred by the Committee or its duly authorized agents in connection with the entry upon any Lot or Improvement and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, payable within five (5) days after written demand for reimbursement, and shall be secured immediately by a lien upon the Lot entered upon and the Improvements thereon. To evidence the aforesaid lien for payment of such maintenance costs, the Committee may prepare a written notice of maintenance description of the Lot encumbered by the lien and the name of the Owner of such Lot. Such notice shall be recorded in the official Property Records of Gonzales County, Texas. The aforesaid lien for payment of maintenance costs shall attach on the date the payment of such maintenance costs become delinquent. The Committee may enforce such lien by the foreclosure of a mortgage or contractual lien on real property as provided in Section 51.002 of the Texas Property Code, as the same may be amended or modified, or the Committee may institute suit against the Owner for monetary damages and/or for the judicial foreclosure of the aforesaid lien. The Owner of the affected Lot shall be required to pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Committee in connection with any foreclosure proceeding, whether judicial or non-judicial. The Committee shall have the power to bid on any lot at any mortgage, convey or otherwise deal with the same. The lien for payment of maintenance costs provided for herein shall not be affected or extinguished by the sale or transfer of any Lot, otherwise; provided however, that in the event of foreclosure of any first lien Mortgage superior to the lien for the delinquent maintenance costs, the lien for the delinquent maintenance costs will be extinguished, and the delinquent maintenance costs shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the first lien Mortgage. The extinguishing of any lien for payment of maintenance costs as herein provided would not relieve any Owner from the obligation to pay such maintenance costs subsequently becoming due and payable.

ARTICLE 10 - NO WARRANTY OF ENFORCEABILITY

While Declarant has no reason to believe that any of the covenants, terms or provisions of 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 covenant, term or provision. Any Owner acquiring a Lot in reliance on one or more of such covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and by acquiring such Lot agrees to hold Declarant harmless therefrom.

ARTICLE 11 - TERM

This Declaration are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these be automatically extended for successive periods of ten (10) years, unless amended in accordance with Article 12 below or terminated by a written instrument executed by at least three fourths (3\4) of the Owners.

ARTICLE 12 - AMENDMENT

This Declaration may be amended as follows.

(a) Except as stated in Article 6, this Declaration maybe amended by an affirmative vote of (i) ninety percent (90%) of a quorum (which quorum shall be sixty percent (60%) of the Owners) present in person or by proxy at a meeting duly called to vote on such matter. Any such amendment shall be effective upon recordation in the Gonzales County Official Property Records of an instrument executed and acknowledged by such persons setting forth the amendment.

ARTICLE 13 - NOTICES.

Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after being deposited in the United States mail, postage prepaid, addressed to the person at the address of the Lot. Any notice or plans and specifications to be delivered to Declarant or the Committee shall be by certified mail with return receipt to insure delivery.

ARTICLE 14 - MISCELLANEOUS.

(a) **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 Property and of promoting and effectuating the terms and provisions set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas and enforceable in Gonzales County, Texas.

(b) **Exemption of Declarant Notwithstanding** any provision herein to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate, fill and grade, to construct and alter drainage patterns and facilities, to construct any and all types of improvements, including but not limited to construction, sales, and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

© **Enforcement and Non waiver.** Except as otherwise provided herein, any Owner, at such Owner's expense, and the Declarant shall have the right to enforce any and all provisions of this Declaration and this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any such provision at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other such provision.

(d) **Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(e) **Gender.** Unless the context requires a contrary construction, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

(f) **Captions.** All recitals, captions and titles used in this Declaration are intended solely for convenience of referenced and shall not enlarge, limit or otherwise affect the text of the paragraphs, sections and articles hereof

ARTICLE 15 - ENFORCEMENT

Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate damages. Reasonable attorney's fees shall be allowed to any jurisdiction to enforce any of the provisions contained in this instrument.

EXECUTED this the 9 day of April, 2017.

Arnold Guerra

ARNOLD GUERRA, Owner/Developer of the Real Property described in Article 2

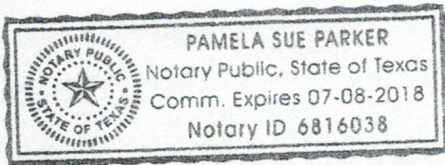
Ruth Guerra

RUTH V. GUERRA, Owner/Realtor of the Real Property described in Article 2.

STATE OF TEXAS

COUNTY OF GONZALES

This instrument was acknowledged before me on May 17, 2017, by ARNOLD GUERRA, Owner/Developer of the Real Property described in Article 2.



P. Parker

NOTARY PUBLIC, State of Texas

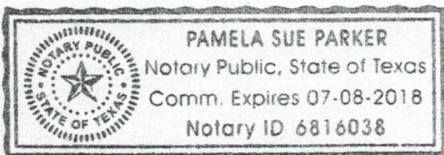
Pamela Sue Parker

Print Name

STATE OF TEXAS

COUNTY OF GONZALES

This instrument was acknowledged before me on May 17, 2017, by RUTH V. GUERRA, Owner/Realtor of the Real Property described in Article 2.



P. Parker

NOTARY PUBLIC, State of Texas

Pamela Sue Parker

Print Name