

Declaration of Restrictive Covenants of Coyote Creek Ranch

Basic Information

Date: December 23, 2020

Declarant: FCR Grothues, LLC

Declarant's Address: P.O. Box 160, Pleasanton, Texas 78064

Property: Any portion of the property described in the attached Exhibit A that is sold to third parties

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means FCR Grothues, LLC.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Tract" means any portion of the Property.

"Owner" means every record Owner of a fee interest in a Tract.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Tracts.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Tract (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Property. All Owners and other occupants of the Tracts by their acceptance of their deeds, leases, or occupancy of any Tract agree that the Property is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Tract.

3. Each Owner and occupant of a Tract agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Covenants

1. The Property may not be subdivided.

2. The Property must be used for single family residential purposes only. Commercial, business and industrial uses are strictly prohibited; however, nothing in this Covenant shall prevent the rental of one (1) structure or dwelling on the Property on a weekly or weekend basis. Should a tract be rented, only one (1) dwelling or structure at a time may be rented and only on a weekend or weekly basis. Ranching and farming activities are permitted.

3. Mobile homes, modular homes, or manufactured housing, single, double-wide, triple-wide, or hybrid "park" models are prohibited permanently or temporarily. No camps, parks, meeting grounds nor retreats shall be located on the Property. R.V./Recreational Vehicles are allowed, but must be located at least 400 Feet from all boundary lines, unless enclosed in a barn or structure to where R.V./Recreational Vehicle is not visible from any boundary line within the barn or structure.

4. All buildings and improvements must be set back thirty (30') feet from the North and South Property boundary lines, and thirty (30') feet from the East and West boundary lines. If two or more tracts are purchased by the same buyer and the tracts are contiguous to each other but surveyed out as separate tracts, the boundary lines shall be the outside perimeter of the combined tracts.

5. It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within twenty (20') feet of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes and roads of this Property and twenty (20') feet along the outer boundaries of all streets, alleys, boulevards, lanes and roads where the Property is deeded to the centerline of the roadway. Nothing shall be placed or permitted to remain within the easement area which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and/or tract and all improvements within it shall be maintained by the owner of the lot, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right of way and easements, and the right from time to time to cut all trees, undergrowth

and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts within said easement so long as such items do not prevent the construction of buildings on the Property.

6. No portion of the Property may be used or maintained as a dump ground for trash, garbage or other waste. No junk, abandoned nor non-functioning vehicles are allowed.

7. The discharge of firearms must conform to state and county rules and laws.

8. The Property shall not be used as an animal shelter.

9. Keeping or grazing animals for recreational use shall be allowed; however, swine and fowl shall not be raised, bred or kept, with the exception of two (2) animals per child per year may be raised and kept as a 4-H or Future Farmer Association project.

10. No truck larger than 2 1/2 tons may be parked or kept on the Property except during the construction of a home.

11. Outdoor or security lights must be attached to a building or light pole no more than Ten (10) feet above the ground. Lights brighter than 2,250 Lumen are prohibited.

Permitted Use. A Tract may be used only for an approved Residence and approved Structures for use by a Single Family.

C. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* Amendments. FCR Grothues LLC, may grant waivers or amend these Restrictive Covenants, acting alone, until FCR Grothues LLC, has transferred all Tracts in the Property, the record owners of that Tract may amend these restrictions by recording in the Official Public Records of Uvalde County, Texas, an instrument joined by Fifty-One Percent (51%) of the record owners. There shall be one vote per tract regardless of the number of owners of a tract.

