

**Declaration of Restrictive Covenants of the
Century Farms at Chappell Hill
Subdivision**

Basic Information

Date: _____, 2021

Declarant: Rockies Creek Investments, LLC, a Texas limited liability company

Declarant's Address:

Rockies Creek Investments, LLC
107 S. Baylor St.
Brenham, TX 77833

Property Owners Association: Property Owners Association of Century Farms at Chappell Hill, a Texas nonprofit corporation

Property Owners Association's Address: 107 S. Baylor St., Brenham, TX 77833

Property:

All that certain tract or parcel of land, lying and being situated in Washington County, Texas out of the S. Woodward Survey, Abstract No. 112, containing 201.021 acres of land, more or less, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

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

"Declarant" means Rockies Creek Investments, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Dedictory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

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

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

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

"Plat" means the Plat of the Property recorded in Volume _____, Page _____ of the real property records of Washington County, Texas (*being recorded contemporaneously with the recording of this instrument, in which case the Volume and Page references immediately above may be blank*), and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

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

"Short Term Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration for a period of time less than 180 days.

"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 Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"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 Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision 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 Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for Single Family residential use.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of rubbish;

- e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any commercial or professional activity except reasonable home office use;
- h. the Renting of a portion of a Residence or Structure;
- i. the drying of clothes in a manner that is visible from any street;
- j. the display of any sign except –
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Dedicatory Instruments;
- k. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- l. moving a previously constructed house onto a Lot;
- m. interfering with a drainage pattern without ACC approval;
- n. hunting and shooting; and
- o. occupying a Structure that does not comply with the construction standards of a Residence.
- p. any farm, ranch, or agricultural use which is outside of or beyond the following standards:

One (1) horse or one (1) cow/calf or four (4) calves or four (4) goats are permitted on any lot (or lots that have been combined to form) at least three and three quarter (3.75) acres; provided, for any tract which is at least ten (10) acres, the above animals may be kept in quantities which match the minimum

requirements of the Washington County Appraisal District (“WCAD”) for obtaining and maintaining an agricultural use valuation for ad valorem tax purposes.

Any other use for purposes of agricultural use valuation or wildlife exemption with WCAD shall be permitted, so long as such use or nonuse does not violate any other portion of these Covenants.

There shall never be allowed swine on any lot in the subdivision. At no time shall any lot be used for the raising and/or breeding of any poultry or fowl.

Dogs, cats, or other common household pets (collectively, "Pets") are permitted, provided they are kept, bred, and/or maintained for non-commercial purposes. Pets shall not be permitted to roam freely. At all time, owners of dogs and cats must be able to exhibit current rabies vaccination from a licensed veterinarian.

D. Construction and Maintenance Standards

1. *Lots*

a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.

b. *Resubdivision.* Declarant may subdivide any of the Lots. A Lot Owner may not subdivide a Lot. This provision may be amended by a majority, in acreage, of the Owners of the Lots after the earlier of: (1) ten years from the date hereof or (2) after Declarant has sold all of the Lots.

c. *Easements.* No easement in a Lot may be granted without ACC approval.

d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

e. *Signs, Advertisements, and Billboards.* No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view of any Lot, provided, however, that Declarant, or their successors, heirs or assigns (but not a mere purchaser of a Lot), may maintain, as long as it owns property in the Subdivision, in or upon such portions of the Property as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, without limitation, offices, storage areas, model units and signs. No Owner, other than Declarant, may display any signs advertising the Property for sale until the earlier of: (1) five years from the date herein or (2) at such time as Declarant has sold all of the Lots. After such time an Owner may place one sign on the property no larger than four feet by four feet advertising the Lots for sale.

f. *Antennae.* Placement of microwave, cellular, telecommunication, or any other type of tower or large antennae is strictly prohibited.

g. *Septic Systems.* Prior to occupancy of a Lot, each Lot Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining Lots, such system shall be modified at the Lot Owner's expense so as to eliminate such foul or noxious odors or unsafe liquid.

h. *Water System.* Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas.

2. *Residences and Structures*

a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.

b. *Maximum Height.* The maximum height of a Residence is two and one-half stories.

c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,000 square feet; provided, for any Residence on any Lots with either frontage or addresses on Astin Court shall be at least 2,500 square feet.

d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street. No Structure may be located on any Lot nearer than fifty feet (50') of the front property line, nearer than twenty-five feet (25') to the side Lot lines and nearer than twenty-five feet (25') to the rear Lot line.

e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.

f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 90 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Lot

restored to a clean and attractive condition.

g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC. No side or rear fence, wall or hedge (except fences or walls which in the sole opinion of the Architectural Control Committee are a part of the main residential structure) shall be more than six feet (6') in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarants or their assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. No privacy fence shall be allowed in front of dwelling.

h. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

i. *Landscaping.* Landscaping must be installed within 60 days after occupancy. The minimum landscaping is specified in the standards of the ACC.

3. *Building Materials for Residences and Structures*

a. *Roofs.* Roofs on all Residences and Structures shall be constructed of asphalt shingles, clay tile, slate, or metal panels with concealed fasteners. All roof stacks must be painted to match the roof color. 3-tab asphalt shingles are not permitted.

Nothing herein shall be interpreted to prohibit or restrict a property owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that are (1) designed primarily to be wind and hail resistant, (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles or (3) provide solar generation capabilities; and that, when installed: (A) resemble the shingles used or otherwise authorized for use on property in the subdivision; (B) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and (C) match the aesthetics of the property surrounding the owner's property.

b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

c. *Exterior Materials.* The exterior materials of Residence and any attached garage, guest houses, or guest quarters shall be constructed of masonry, stucco, hardiplank, cedar, or other wood siding.

d. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.

e. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.

f. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

E. Property Owners Association

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

b. *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of –

i. when the Class A Members' votes exceed the total of Class B Member's votes or

ii. January 1, 2028.

F. ACC

1. *Establishment*

a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.

b. *Members.* The ACC consists of at least 3 persons appointed by the Board.

The Board may remove or replace an ACC member at any time.

c. *Term.* ACC members serve until replaced by the Board or they resign.

d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC; submission of such items shall be made in accordance with direction from the ACC as to timing, format (e.g. paper or electronic copies), and manner (e.g. mail, email, personal delivery). The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. *Procedures*

i. *Complete Submission.* Within 14 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 10 days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 5 days after the ACC's action. The Board shall determine the appeal within 7 days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. Assessments

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.
2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.
3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.
4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.
5. *Regular Assessments*
 - a. *Rate.* Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$250.00 per tract/lot.
 - b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
 - c. *Collections.* Regular Assessments will be collected quarterly in advance, payable on the first day of January and on the same day each succeeding calendar quarter.
6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special

Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a 2/3 vote at a meeting of the Members in accordance with the Bylaws.
8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.
9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.
10. *Delinquent Assessments.* Any Assessment not paid within 21 days after it is due is delinquent.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of \$50.00 is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 10 percent per year. The Board may change the late charge and the interest rate.
2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.
3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.
4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.
5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.
6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to -
 - a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
 - b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
 - c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
 - d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of 2/3 of the Members at a meeting in accordance with the Bylaws.
2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.
3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

J. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.
3. *Corrections.* The Board 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.* This Declaration may be amended at any time by vote of 67 percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.
5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than 75 percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

9. *Lienholder.* Citizens State Bank ("Lienholder") joins herein solely for the purposes of subordinating the liens held by it of record upon the Property to the covenants, conditions and restrictions hereby imposed by Declarant, subject however to the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

DECLARANT:

Rockies Creek Investments, LLC, a Texas limited liability company,

Ken Burch, Jr., President

STATE OF TEXAS)

COUNTY OF WASHINGTON)

This instrument was acknowledged before me on _____, 2021, by Ken Burch, Jr., a President of Rockies Creek Investments, LLC, on behalf of Rockies Creek Investments, LLC, a limited liability company.

Notary Public, State of Texas
My commission expires: _____

LIENHOLDER:

Citizens State Bank

_____, _____

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by
_____, as _____ of Citizens State Bank, on
behalf of such entity.

Notary Public, State of Texas
My commission expires: _____

After recording, please return to:
Rockies Creek Investments, LLC
P.O. Box 2468
Brenham, TX 77834