

**DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS OF
LOS RANCHITOS OF CHAPPELL HILL**

Basic Information

Date: August 9, 2022

Declarant: Los Ranchitos Texas, LLC, a Texas limited liability company

Declarant's Address: 55 Waugh Dr, Suite #700, Houston, TX 77007

Property: Real property described as 186.4873 acre tract of land made up of a called 168.608 acres in Clerk's File No. 091756 and a called 19.774 acre tract in Clerks File No. 994897 in the Willis Stanley Survey more particularly described in **Exhibit "A"** attached hereto and made a part hereof for all purposes, located in Austin County, Texas.

Definitions

"ACC" means Declarant, until such time as an Association is formed, after which the ACC shall be appointed by the board of directors of such Association.

"Association" means a property owners association governing the Property as described in Section C.8.

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

"Declarant" means the Declarant named above 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.

"Lot" shall mean and refer to any parcel or plat of land out of the Property as described in a deed from Declarant or shown upon any recorded subdivision plat of the Property.

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

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

"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 fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Property. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot 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 Lot.

3. Each Owner and occupant of a Lot 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. Use.

(a) Lots shall be used only for Single-Family Residences and agricultural use. For purposes hereof, the term "agricultural use" shall be limited as follows:

- (i) Raising of livestock, and poultry shall be permitted; however, commercial feed Lot type operations and commercial poultry, swine and kennel operations are strictly prohibited.
- (ii) Livestock shall be limited to one (1) animal unit for every two (2) acres, except sheep or goats which shall be limited to one (1) animal units per acre shall be allowed. Swine shall be limited to one (1) animal units per three (3) acres.
- (iii) Any animal with un-weaned offspring shall be deemed and considered to be a single animal unit. Otherwise each head of cattle or other livestock shall be deemed to a single animal unit.
- (iv) Where a combination of types of animal units are kept on a Lot, the total number allowed shall be determined by allocating one (1) acre per animal unit, regardless of kind, except for sheep and goats, in which case two animal units shall be allowed to the acre(s) allocated for sheep or goats. No swine shall be permitted except for those used solely for 4H, FFA Club, or similar organization projects, and then not to exceed three (3) head per 4H or FFA Club member.
- (v) Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit", provided they are kept, bred or maintained for non-commercial purposes. Pets shall not be permitted to roam freely. At all times, owners of dogs and cats must be able to exhibit current rabies vaccination from a licensed veterinarian.

- (vi) All 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.

2. Construction of Improvements. Residences and Improvements shall comply with the following:

- (a) The main Residence shall be a single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, with a living area of the main residential Structure (exclusive of outbuildings, guest houses, porches, garages and servants quarters) shall not be less than two thousand (2,000) square feet a private garage for not more than five (5) cars, and other structures (including guest houses or servants' quarters). Other Structures shall not exceed the main Residence in height and may be permanently occupied only by a member of the family occupying the main Residence on the Property, ranch manager and employees, or by domestic servants employed on the premises. The design of other Structures shall be consistent with the main Residence.
- (b) Sheds and small storage buildings are permitted, provided that these Improvements must be specifically approved by the ACC.
- (c) Manufactured and/or mobile homes and/or modular homes are strictly prohibited on the Property.
- (d) Detached carports are prohibited unless specifically approved by the ACC.

3. Location of the Improvements upon the Property. No Residence or other Structures shall be located on a Lot nearer than:

- (a) One hundred fifty feet (150') to any boundary lines adjacent to a county or other public road; and
- (b) One hundred feet (100') to all other boundary lines.

4. Composite Building Site. Any owner of one or more adjoining Lots on the Property may consolidate such Lots into one Single-Family Residence building site with the privilege of placing and constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Lots rather than from the singular Lot lines.

5. Use of Temporary Structures. No structures of a temporary character, including but not limited to, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on the Property at any time as a Residence. Buildings used for accessory or storage purposes shall be limited to not more than two and one-half (2-1/2) stories in height and shall be

subject to approved by the ACC. Temporary Structures may be used as building offices and for related purposes during the construction period. Such Structures shall be inconspicuous and slightly and shall be removed immediately after completion of construction.

6. Wildlife Habitat Management Area. It is the intent that the Property shall be operated as a Wildlife Habitat Management Area so as to qualify for the 1-d-1 (open space) wildlife agricultural use exemption. Each Lot over 16.6 acres shall be improved, used, and maintained as an integral part of the Wildlife Habitat Management Area in compliance with the Wildlife Habitat Management Plan and survey developed by Declarant.

7. Amendment of Covenants by Declarant. So long as Declarant owns any part of the Property, Declarant may amend these Covenants with respect to such Property owned by Declarant, provided that such amendments are consistent with the terms hereof as of the Effective Date. Without limitation, Declarant may amend the Covenants to impose, upon areas of the Property then owned by Declarant, additional architectural controls, approval requirements and processes, maintenance requirements and restrictions pertaining to use, including, without limitation, with respect to operation of the Property as a Wildlife Habitat Management Area.

C. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by Declarant, the Association or any Owner to enforce this Declaration is not a waiver.
3. *Corrections.* Declarant may unilaterally correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or materially adversely affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended as set forth in Section B. This Declaration may also be amended at any time by the affirmative vote of at least sixty-seven percent (67.00%) of the Owners, together with the affirmative vote of Declarant, so long as Declarant owns part of the Property. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded. Each Lot shall have one (1) vote.
5. *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.
6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
7. *Annexation of Additional Property.* On written approval of Declarant and not less than a majority of Owners, the owner of any property located outside of the Property as of

the Effective Date 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.

8. *Association.* At any time Declarant owns all or any part of the Property, Declarant, and, thereafter, Owners, by the affirmative vote of at least sixty-seven percent (67.00%) of Owners, may authorize the formation of an association of Owners (“**Association**”) by signing and acknowledging a statement containing (a) the proposed Association’s name and type of entity and (b) the names and addresses of the initial directors. The Association will be governed by this Declaration and any amendments or modifications hereto, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, “**Dedicator Instruments**”). If an Association is formed, every Owner: (a) acquiring any interest in a Lot from Declarant from and after the date of formation of the Association; or (b) recording notice of voluntary inclusion of such Owner’s Lot in areas of the Property with respect to which membership in the Association is mandatory, will be a member of such Association and agrees to comply with the Dedicator Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. If more than one person is an Owner of a Lot subject to the Association, only one vote may be cast for the Lot. The Association will have the powers of a Texas nonprofit corporation and a property owners association for the Property under the Texas Business Organizations Code, the Texas Property Code, and the Dedicator Instruments.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant executes this Declaration effective as the Date first set forth above.

DECLARANT:

LOS RANCHITOS TEXAS LLC,
a Texas limited liability company

By: _____
Jonathan C. Tauber, Manager of and for Los
Ranchitos Texas, LLC, a Texas limited liability
company

THE STATE OF TEXAS)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2022 by
Jonathan C. Tauber, Manager of and for Los Ranchitos Texas LLC, a Texas limited liability
company.

NOTARY PUBLIC in and for The State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Los Ranchitos Texas, LLC
55 Waugh Dr, Suite #700
Houston, TX 77007