



## 2. APPROVAL OF PLANS AND SPECIFICATIONS

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein, be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

## 3. COMMITTEE APPROVAL OR DISAPPROVAL

The Committee must approve or disapprove each submittal in writing. In the event that any plans and specifications are submitted to the Committee as provided herein, and such Committee shall fail either to approve or reject such plan and specifications within thirty (30) days following such submission, approval by the Committee shall not be deemed to have been obtained. Failure to act on any submission shall in no event affect requirement of submission of any and all plans and specifications as required hereunder.

## 4. PEBBLE RIDGE ESTATES OWNERS ASSOCIATION

Every owner of a lot in the Pebble Ridge Estates, Section I addition shall automatically be a member of the Pebble Ridge Estates Owners Association and the owner(s) of each lot will pay a maintenance charge to the Association each year, which will be due and payable by the annual meeting in January of each year (the maintenance charge as of January, 2014 is \$100.00 per year). Notwithstanding the above sentence, Post Properties, LLC and Post Lumber Company, Inc together will only pay dues for one of the lots that they own, regardless of the number of lots that they own, only for so long as either of these entities own lots, and PR Properties owned by Lawrence Anzaldua and Linda Anzaldua, which owns Commercial Lots 1-3 and Lot 1, will only pay dues for one of these four lots, regardless of the fact that PR Properties owns 4 lots, only for so long as PR Properties owns these 4 lots. The Association may increase or decrease the maintenance charge upon approval of the owners representing ownership of at least 51% of the lots of Pebble Ridge Estates, Section I and II; however, owners of more than one lot are limited to one vote.

The Owners Association will be responsible for maintaining entrance, easements and everything within the Pebble Ridge Estates Section I and II that is not maintained by the City of Cuero or utility companies or that is not required by the rules enacted by the Association or these restrictions to be maintained by the property owners and may enforce these restrictions. The Owners Association adopts their own rules and bylaws for the operation of the Association.

To secure the payment of the maintenance charge, a vendor's lien is hereby retained on each lot on which a maintenance charge is due, in favor of the Association and it shall be the same as if a vendor's lien was retained in favor of Declarant, and assigned to the Association without recourse in any manner on Declarant for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law or in equity; provided, however, that such lien shall be junior, subordinate and inferior to any first lien mortgage (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot or any first or second lien mortgage granted by the owner of any lot to secure the repayment of sums advanced to cover the cost of any permanent improvement to be placed thereon, but such lien shall not be junior, subordinate or inferior to any liens securing home equity loans. All maintenance charge liens as provided for herein may be enforceable through any appropriate proceeding at law or in equity, whether by non-judicial or judicial foreclosure, except as limited by law; provided, however, that under no circumstances shall the Association ever be liable to any owner of any lot or any other person or entity for failure or inability to enforce or attempt to enforce any such maintenance charges or lien. Maintenance charges not paid within 30 days after being due or assessed shall bear interest at the rate of eighteen (18%) percent per annum and all Owners agree to said interest rate by the acceptance of ownership of any lot within the Properties. Also, should the Association be required to employ an attorney to collect the maintenance charges and interest, the lot owner

agrees that they shall be required to pay reasonable costs and expenses, including but not limited to, reasonable attorney's fees and court costs, incurred by the Association to collect said charges and penalties or enforce the maintenance charge lien. In the event of a non-judicial foreclosure of the lien pursuant to the Texas Property Code, unless the foreclosure is prohibited by law and after any notices or approvals required by law for the Association to give or obtain, the Association shall be entitled to designate a Trustee by instrument recorded in the Office of the County Clerk of Dewitt County, Texas, and upon such recording, each said Trustee shall, at the request of the Association, give notice of foreclosure sale as required by the Texas Property Code, and sell such lot to the highest bidder for cash at the designated place for non-judicial foreclosure sale at the Dewitt County Courthouse in Cuero, Texas in accordance with the procedures outlined in said code. At any foreclosure sale, whether judicial or nonjudicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, including but not limited to, interest, attorney fees and court costs (except as said attorney fees and costs may be limited as outlined in the Texas Property Code) and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed.

If a foreclosure sale is conducted in enforcing a maintenance charge lien and the foreclosed upon lot is sold to the Association or to a third party, the Association shall send the former owner of the lot foreclosed upon a written notice, as provided in the Texas Property Code, of their right to redeem their lot, as provided in the Texas Property Code, and must record an affidavit in the Official Records of Dewitt County, Texas, stating the date on which said written notice was sent to the former owner and containing a legal description of the lot foreclosed upon. If the former owner does not redeem his/her lot within the time allowed by the Texas Property Code, the Association, if it purchased the lot at the foreclosure sale, shall record a second affidavit, stating that the former owner did not redeem the property within the time allowed by the Texas Property Code.

The undersigned parties agree that the provisions of this Section 4 as to the effectiveness of the above lien securing the payment of maintenance charges against those lots on which maintenance charges are due, as outlined in this Section 4, are effective as of the date of the original restrictions, October 24, 2002, covering Pebble Ridge Estates, Section I as if they were outlined in said original restrictions.

### **ARTICLE THREE**

#### **EXTERIOR MAINTENANCE**

In the event an Owner of any Lot shall fail to maintain the premises and the improvement situated thereon in a neat and orderly manner, the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner, after first having given the Owner of such Lot at least fifteen (15) days from time of written notice to correct the failure of maintenance.

### **ARTICLE FOUR**

#### **USE RESTRICTIONS**

##### **1. TYPE OF BUILDING**

Lots shall be used for single family residential purposes only, except as otherwise allowed herein, and no building shall be erected, altered, placed, or permitted to remain on any said single family residential Lot other than one single family residence, not to exceed two stories in height to be placed only on approved, designated, and platted lots as shown upon the master plat.

Each house shall have at least a two-car garage or carport closed in on at least one side and shall be for the exclusive use of the resident family.

Each builder shall ascertain that the soil for the foundation has been properly prepared and that the foundation is secure. The developer shall not bear responsibility for soil stability regarding foundations.

## **2. DRIVEWAY**

Prior to installation on a lot written approval of all driveways must be obtained by the lot owner from the Architectural Control Committee. Driveways will be constructed of reinforced concrete meeting City of Cuero Street standards. Cutting of curbs for driveways will be done in a professional manner, leaving no ragged edges or surface.

## **3. SIZE OF DWELLING**

Any single family dwelling constructed on any Lots must have a ground floor area of not less than 2,000 square feet of climate controlled area, however, a two story single family dwelling may have a ground floor area of not less than 1,600 square feet, but must have a living area of not less than 2,000 square feet, exclusive of garages, unless adjusted or waived by the consent of the Architectural Control Committee. The exterior walls of any residence shall consist of not less than 75% Masonry construction percentages, (1) all gables shall be excluded from the total area of exterior walls; (2) all windows and door openings shall be excluded from the total area of the exterior wall; and (3) stone and masonry used on fireplaces, chimneys and walls on an attached garage may be included in the computation as stone and masonry used. A substitute for the masonry requirements of certain select hardi-plank, cypress or equivalent siding may be submitted to the Architectural Control Committee for approval, but in no event shall the masonry construction be less than 60% of the total exterior wall. Building additions or extensions to the main residence shall be of the same materials as the original structure.

## **4. FIREPLACE**

All exterior portions of the fireplace and chimney will be 100% masonry construction or approved substances as stated in Section Three of this Article above. No exposed metal chimneys will be allowed. No variance will be granted from these requirements.

## **5. LANDSCAPING**

Construction of residences shall be completed within twelve (12) months of commencement. Residents shall provide pleasant and appropriate landscaping for their lot. The intent herein is to maintain clean, well-planned, attractive lawns and yards. 75% of front landscaping, facing streets, shall be grass only. For newly constructed residences or improvements, weather permitting, yard improvements shall be made and maintenance begun within three (3) months of the beginning of first occupancy.

## **6. SETBACKS**

No building or improvement shall be located nearer to any street right of way line than the minimum building set back lines shown on the recorded plat of this subdivision as shown in the Plat Records of DeWitt County, Texas. Further, no building or improvement, except fences, shall be located nearer to any side or rear property line than the minimum side and rear building set back lines shown on the recorded plat of this subdivision as shown in the Plat Records of DeWitt County, Texas.

## **7. NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED**

No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood and no poultry, cattle, horses, or any other animals may be kept outside or maintained on any Lot except cats or dogs. Any doghouse shall be of appropriate construction and not visible from the street.

All dogs must be kept and contained upon the owner's property or upon a leash when exercised off the property. No loose animals will be allowed to wander the subdivision and any such animals will be reported to the appropriate law enforcement agency for collection and removal.

## **8. PROHIBITED RESIDENTIAL USES**

No trailer, manufactured home, modular home, basement, tent, shack, garage, barn, any temporary structure or out building shall be erected or used on any Lots and lived in, resided in, or used as a residence, and no existing structure may be moved onto any of the Lots. No non-operative cars, trucks, or other vehicles shall be kept on the Lots unless parked inside the garage. As used herein, "non-operative" means unable to be operated in the manner in which it was originally designed for thirty (30) consecutive days regardless of cause, or any such vehicle not currently licensed. Recreational vehicles, trailers, or boats shall be kept inside a garage or kept behind a privacy fence designed for such purpose and of sufficient height so the vehicle is not visible from adjacent property or from the street.

## **9. OUT BUILDINGS**

No "portable" buildings shall be placed on any Lot for any period of time. No variance of this covenant may be granted. An out building is defined as any structure with a roof regardless of the number of walls.

Any out building shall have at least 25 percent masonry (front side) to match the home on the side facing the street. An out building may be built independently of the house, but must be no nearer to the street than the rear edge of the primary residence (building line of the dwelling house). It must be built of the same type of material as the house and must be comparable in quality. The developer or Architectural Control Committee must approve plan and location of the out building.

## **10. BUTANE, FUEL TANKS, OR WATER WELLS**

Butane, fuel tanks, facilities for storage of combustible fuels or water well facility shall be placed behind fences, or coverings so as to not be visible from adjacent properties or from the street. The Architectural Control Committee shall approve any fence or covering for this purpose.

## **11. SIGNS**

No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot except one "For Sale" sign not larger than 24 inches square. The Architectural Control Committee shall have the right to remove any such nonconforming sign, advertising, billboard, or advertising structure which is placed on any Lot and in so removing the same the Committee is hereby expressly relieved from any liability for trespass or other tort in connection with or arising out of such removal.

## **12. OIL DEVELOPMENT PROHIBITED**

No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot. This shall not apply to any third party owner of the oil, gas, and minerals under the land (such third party is restricted against surface use for development of its oil, gas and minerals).

## **13. RUBBISH, TRASH AND GARBAGE**

No Lot shall be used or maintained as a dumping ground and no garbage or other waste shall be kept except in sanitary containers. All containers or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

## **14. FENCES, WALLS AND HEDGES**

No fence, wall or hedge shall be placed or permitted to remain on any Lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except for decorative subdivision entry fences. All fences shall be made of either wood or new vinyl (if wood or new vinyl, then all posts and supports supporting said fence shall be on the inside of the

fence, facing the fence owner's fenced in yard or house), brick, stone, rock, or decorative rod iron. All barbed wire and chain link fences are prohibited. All fences and their locations must be approved by the Architectural Control Committee.

#### **15. SHRUBS AND TREES**

No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the right of way lines at points twenty five (25) feet from their intersection, or in the case of a rounded corner, from the intersection of the right of ways lines as extended. The same sight line limitations shall apply on any lot within ten feet of the intersection of a street edge and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above the ground. No fire hydrant shall be shielded from view by shrubs, trees or other means at any time.

#### **16. ADJUSTMENT, WAIVER OR VARIANCE**

Any adjustment or waiver of these covenants, conditions and restrictions by the Architectural Control Committee may be made for the purpose of alleviating any hardships and assisting in the orderly development of the subdivision. The Architectural Control Committee may grant variances for such purposes but all such variances must be granted in writing and signed by a majority of members of the Committee. No variance shall be granted for Article Four, Section Four regarding fireplaces, Article Four, Section Five regarding landscaping, or Article Four, Section Nine regarding outbuildings.

#### **17. HOUSE NUMBERS**

The house number must be imbedded in the front of each house where it will be readily visible from the street in front of the house.

#### **18. ROOFS**

No wood roofs will be allowed in the subdivision. Composition roofs must be of a material that has a minimum of a 30-year warranty. Metals roofs must have a non-glare surface. The Architectural Review Committee will have the authority to disapprove other roof treatments and materials when in its determination such treatments and materials in the form utilized will be a detriment to the quality of the neighborhood.

#### **19. SCREENING**

All heating and cooling units must be properly screened from street visibility.

### **ARTICLE FIVE**

#### **EASEMENT**

Each lot shall have a drainage and public utility easement of ten feet on the street frontage, five feet on the side lines, ten feet on the rear lots lines and also, each lot shall have a ten foot easement on the street frontage granted to the City of Cuero for guy wires, underground lines and aerial lines, as shown on the recorded plat of this subdivision in the Plat Records of Dewitt County, Texas.

No resident may construct any structure, other than an approved fence, upon any easement.

No utility company, water company, City of Cuero, or any other authorized entity using the easements herein referred to shall be liable for any damage by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated within any such easement. Right of use for ingress and egress shall be had by an easement holder at all times over any such easement together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance,

operation or installation of such utility. Further, an easement is hereby granted to the Architectural Control Committee, its officers, agents, employees, and management personnel to enter the Lots to enforce any of the covenants set out herein.

## **ARTICLE SIX**

### **COMMERCIAL LOTS**

#### **1. USE LIMITATIONS:**

The following uses are not permitted: Any use which involves noxious odor, "excessive" emission of smoke, steam or vapor, or any "excessive" noise level or any use contrary to law or which violates this Article.

Permitted Uses: So long as the following uses are in compliance with the paragraph above of this Article Six and the last two paragraphs of this Article Six, sites on Commercial Lots 1, 2 and 3 and Lot 1 (also referred to as Commercial Lot 4) may be used only for the following uses:

Medical and dental professional offices, professional offices such as attorneys, real estate offices, insurance offices, governmental offices, and other professional offices;  
Single family residential homes or as vacant green space; or  
Beauty salon or barber shop, nail salon, clothing/gift boutique, photography studio, painting studio, art gallery/studio, jewelry store, flower shop, book store, interior design store, educational/tutorial facility, health food store, bakery, delicatessen, coffee shop, yogurt/ice cream shop, drop off and pick up dry cleaners, men's formal wear rental shop, or candy store.

Said lots are expressly prohibited from being used for the following uses:

Motels/hotel, apartments, duplexes, triplexes, fourplexes or any other multifamily residential use, gas station, restaurant, liquor store, gymnastics facility, garden center, tattoo parlor, adult book store, movie theater, game center, bail bonds office, convenience store, nursing home/assisted living facility, new or used car sales, auto detail shop, signage with neon lights, miniature golf course, call center facility, auto rental facility, ice vending, children/adult day care, school, or church.

The provisions of Articles Two, Three, Four and Five above shall apply to any construction for commercial use on these lots, except for those provisions which specifically pertain to single family residences. Construction of improvements for commercial use on these lots must be completed within 12 months after commencement of construction. If used for single family residential homes, Articles Two through Five shall apply. Sites on Commercial Lots 1A and 4 in said addition may not be used for the construction of any buildings or improvements.

All buildings must be tasteful, attractive, have approximately 75% exterior masonry covering, have adequate parking, have adequate landscaping design, and have set backs lines identical to the residential lots above.

## **ARTICLE SEVEN**

### **GENERAL PROVISIONS**

#### **1. ENFORCEMENT**

The Association, or any Owner, including any owner of Pebble Ridge Estates, Section II, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration, except suits for dues or monies owed to the Association may be brought only by the Association. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Association, or any Owner, including any owner of the Pebble Ridge Estates, Section II, shall have the authority to seek court orders and remedies for civil damages under the Texas Property Code or other law for the violation of these restrictive covenants.

## 2. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

## 3. DURATION AND AMENDMENT

The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Association, and the Owner of any lot in Pebble Ridge Estates, Sections I and II, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided below, shall be effective for a term of twenty (25) years from the date the Declaration is recorded, after which time said covenants, conditions, and restrictions shall automatically be extended for successive periods of ten (10) years.

The covenants, conditions, and restrictions of this Declaration may only be amended by an instrument signed by the owners of the lots representing 67% of the ownership of the lots of Pebble Ridge Estates, Section I and II. No amendment shall be effective until recorded in the Official Public Records of DeWitt County, Texas, nor until the approval of any governmental or regulatory body, which is required, shall have been obtained.

Executed this the 12<sup>th</sup> day of May, 2014.