

**DECLARATION OF COVENANTS CONDITIONS AND  
RESTRICTIONS OF BELMONT ESTATES  
GONZALES, COUNTY, TEXAS**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GONZALES

THAT this Declaration is made on the date hereinafter set forth by BELMONT ESTATES PROPERTIES, LLC, (hereinafter referred to as “*Declarant*”)

**WITNESSETH**

WHEREAS, Declarant is the owner of the certain real property in Gonzales County, Texas being described as:

Being LOTS 1-10, BELMONT ESTATES, (hereinafter referred to as Lot or Lots) according to plat thereof recorded in Slide 142-B of the Gonzales County, Plat Records. (the “Plat”) and a hereinafter referred to as the BELMONT ESTATES SUBDIVISION.

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons or entities who may purchase or otherwise acquire a portion of the Property in the BELMONT ESTATES SUBDIVISION, that there be established and maintained a uniform plan for the improvement, development and maintenance of the Subdivision, as a quality, restricted residential subdivision;

NOW THEREFORE, Declarant hereby declares that all of the Lots described above being part of BELMONT ESTATES SUBDIVISION, shall be held sold and conveyed subject to the following easements restrictions covenants and conditions all of which are for the purpose of enhancing and protecting the value, disability and attractiveness of said Property. These easements, covenants restrictions and conditions shall run with said Property and be binding upon all parties having or acquiring any right, title, or interest in said Property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1  
DEFINITIONS**

Section 1.01: “*Lot*” shall mean and refer to Lots 1-10 as shown on the Plat.

Section 1.02: “*Living Unit*” shall mean and refer to any building or portion of a building situated on the Property which is designed and intended for occupancy and use as a single family residence.

Section 1.03: “Improvement” shall mean the original construction of a structure, which shall include new site-built homes and any physical change to a structure which alters the physical appearance of the structure, including by way of example, but not limited to, adding or removing square footage area space to or from a structure, painting or repainting a structure, or in any way altering the size, shape or physical appearance of any structure.

Section 1.04: “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, but excluding those having such interest merely as security for the performance of an obligation or rights to purchase a Lot within the Subdivision.

## **ARTICLE 2**

### **GENERAL PROVISIONS**

Sections 2.01 Amendments. While Declarant continues to own any Lot, Declarant reserves and shall have the right at any time and from time to time, without the joinder or consent of any Owner or any other person, to amend this Declaration by an instrument in writing duly signed, acknowledged and file for record, for the purpose of correcting any typographical errors, ambiguity or inconsistency appearing in the Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair the vested property rights of any owner or a Mortgagee.

The consent of Owners of at least a majority of the Lots within the Subdivision shall be required to add or amend any material provisions of this Declaration. Except as provided in **Article 3, Section 3.17** and except for amendments which are adopted for the purposes of clarifying any material provision of this Declaration, any addition or amendment which has the effect of reducing the restrictive effect of or removing a restrictive covenant must be approved by all Owners. Any addition or amendment adopted which increases the restrictive effect of these covenants may not be retroactively applied to prohibit a use which exists prior to the date of such addition or amendment unless consented to by the Owner or Owners whose use would be prohibited by such addition or amendment. Any Owner or Mortgagee of records who receives a written request to approve additions or amendments to this Declaration who does not deliver a written negative response to the request within sixty (30) days of the date such request is received shall be deemed to have approved of such request.

Section 2.02: Dedications. The Plat, subject to the limitations set forth therein, establishes certain dedications, limitations, setbacks, reservations, and restrictions applicable to the Property Easements affecting the property are hereby reserved as shown on the recorded Plat referred to for access and for the installation, operating and maintenance of utilities and drainage facilities. All dedications, limitations, restrictions and reservations shown on said Plat are incorporated herein and made a part hereof as if fully set for the in herein and incorporated herein and made a part hereof as if fully set

forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said Properties or any part hereof.

### **ARTICLE 3** **RESTRICTIVE COVENANTS**

Section 3.01: *Land use.* The Lots in the Subdivision shall be known, designated, and used as single residential Lots. Without limiting the generality of the foregoing, no commercial activity shall be permitted within the Subdivision, with the exception of a Home Office, so long as it is not day to day operation of a business.

Section 3.02: *Dwellings.* Only one single family residence site-built home is permitted per Lot. All homes must be of new construction. The floor areas of the main structure of any living Unit placed on Lots within the Subdivision; (computed in aggregate for each floor of the structure if it is more than one story in height) shall be no less than 1,200 square feet calculated by using enclosed, climate-controlled living area only. This minimum square foot area shall be exclusive of open porches, balconies, terraces, garages, porte-cocheres, boathouses, storage areas or permitted accessory buildings. No structure greater than two stories above ground shall be constructed on any Lot. The predominant exterior materials of the main residential structures and garages, whether attached or detached, shall be wood, brick, stucco, stone, or Masonite. No vinyl siding shall be permitted.

Section 3.03: *Building Lines, Water Well Locations and Septic System Locations*

- a) The building set back lines for each lot are as follows:
  - 1) Front setback line: 10' feet from any Right of Way lines of Road Easement;
  - 2) Side set back line: 10' feet;
  - 3) Rear set back line: 10' feet;
  - 4) Houses built on Lots 1 and Lot 8 must face Horseshoe Drive
  - 5) If two or more Lots are used as a single building plot, set back lines shall be applied to the resulting plat as though it was originally platted as one Lot.
- b) The location of each water well must be approved by the Architectural Control Committee. Any water well tanks, or above ground equipment must be enclosed and protected from view from adjoining property owners
- c) The location of each septic system shall be approved by the Architectural Control Committee

**Section 3.04: Architectural Control, Building Materials and Time for Completion of Construction.**

No Improvement shall be erected , placed, or commenced upon any Lot, nor shall any exterior addition to or change or alteration be made to an Improvement on any Lot until the plans and specifications showing the nature, kind, shape, heights, materials, colors, and location of the same have been submitted in duplicate to and approved in writing by an Architectural Control Committee which is initially composed of RICHARD L. WALKER and WILHELMINA H. WALKER, as to the quality of workmanship and materials, conformity and harmony of the external design with existing structures in the Subdivision, as to the location of the building, fence wall and other structure in relation to the other structures and topography and as compliance with the requirements of the Plat and these covenants.

The initial members of the Architectural Control Committee shall serve for a term beginning with the date of these Covenants are filed among the Official Records of Gonzales County, Texas, and expiring upon completion of a Living Unit upon each Lot within the Subdivision. Thereafter a majority of the lot owners shall appoint in writing successor members to the Architectural Control Committee who shall serve until their successor are appointed,

In the event of the death or resignation of any member of the Architectural Control Committee, until a successor is appointed by a majority of the Lot Owners in writing, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, or Improvements or to be constructed on any Lot.

In the event the Architectural Control Committee fails to approve or disapprove building plans, specification and site plans within sixty (60) days after completed plans, specifications and site plans have been submitted to it, approval will not be required, and the Covenant will have deemed to have been fully complied with and approved.

The Architectural Control Committee shall have the expressed authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be construed or interpreted as vague, indefinite, uncertain, and capable of multiple interpretations. The Architectural Control Committee shall further have the authority to grant written variances or waivers with respect to these covenants and restrictions where, in the sole judgment of the Architectural Control Committee, the grant of a variance or waiver with respect to an Improvement will not detract from the appearance and quality of the Subdivision. All decisions of the Architectural Control Committee shall be final and binding, and there is no procedure for revision of any action of the Architectural Control Committee except and Owner's pursuit of injunctive relief, when the actions of the Architectural Control Committee are patently arbitrary and capricious. Members of the Architectural Control Committee shall not be liable to any person subject to or possessing or claiming the benefits of these Covenants for any damages or injury to the Property or for damages or loss arising out of their acts

hereunder, it being understood, and agreed that any remedy shall be restricted to injunctive relief and no other.

Neither the Architectural Control Committee shall be responsible for insuring that an Owner's Improvements are in compliance with applicable statutes, ordinances, regulations, codes or other standards now applicable to a Lot or which may be applicable in the future.

Members of the Architectural Control Committee shall not be entitled to any compensation for services pursuant to this covenant, although they may be reimbursed by the Association for any reasonable out of pocket expenses directly related to the reasonable discharge of their duties.

Section 3.05: *Fences and Landscaping.* No fences, wall structure, hedge or other planting shall be erected, placed or altered on any Lot which impairs reasonable sight lines of adjoining Owners necessary for the safe ingress and egress to and from their Lot and the adjacent public road or which impairs reasonable sight lines at the intersection of public roads. All fences on any Lot when initially constructed shall employ only new material and such construction shall be undertaken and completed in a good and workmanlike manner and must be made of cedar or a similar wood product. All fences constructed on a Lot shall be maintained in a neat and attractive manner and in a manner consistent with the intended purpose of the fence. No fence may be constructed on a Lot which is more than 6 feet high.

Section 3.06: *Miscellaneous Restrictions and Covenants.* No permanent clothesline shall be constructed, placed or erected on any lot within the Subdivision. Vehicles, boats, tents, trailers, recreational vehicles, tools, garbage, and trash disposal facilities, or other unsightly items on a Lot must be completely concealed from view by a fence, structure or other means approved by the Architectural Control Committee, which fence, structure or other approved means must be located behind the front line of a Living Unit.

Section 3.07: *Driveways and Garages.* All driveways shall be constructed of concrete. All Lots upon which a Living Unit has been placed shall have an option to construct a 2 car carport or garage, but at minimum must have a driveway/parking area installed. All carports or garages must be built with materials and color schemes to reasonably match that of the Living Unit.

Section 3.09: *Garbage and Refuse.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other wastes shall be kept in sanitary container which at all times must be concealed from public view except for reasonable time immediately preceding and following scheduled trash pickup. No trash, garbage, and/or other wastes shall be burned on any Lot. No trash, ashes, or other refuse may be thrown or dumped on any vacant Lot, easement, or drainage area in the Subdivision.

Section 3.10 *Maintenance.* All Living Units, Improvements and vacant Lots must be kept in an attractive, neat, and well-maintained fashion. Lawns must be properly

maintained, and no objectionable or unsightly usage will be permitted which is visible to the public view. Grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines, and plants which die shall be promptly removed from the property.

**Section 3.11. Outbuildings, Temporary Structure, Vehicles and Recreational Vehicles.**

No structure of a temporary character, tent shack, travel trailer, recreational vehicle, truck camper or similar facility, shall be used on any Lot at any time as residence or storage facility, either permanently or temporarily. No stripped down, wrecked, junked or inoperable vehicle shall be kept, parked, stored, repaired, or maintained on any Lot, street, or common areas, unless completely concealed from view. No commercial vehicles in excess of a rating of "one ton" shall be parked, kept or stored on a Lot unless concealed from view within a structure; provided however, this restriction shall not be construed to prohibit the temporary parking of such vehicles on a Lot in connection with the construction and maintenance of improvements on a Lot or in connection with providing other services to an Owner. All outbuildings must be approved by the Architectural Control Committee.

**Section 3.12: Nuisances.** No noxious or offensive activity shall be carried on upon any Lot or common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable landscape and security lighting). No exterior speakers, horns, whistles, bells, or other sound devices (except security devices used exclusively to protect the Lot and the improvements located thereon and a reasonable number of exterior music speakers used at times and at volumes which a reasonably prudent person would not find offensive under the circumstances) shall be placed or used on any Lot. No fuel tank or similar storage facility shall be installed or maintained on any Lot unless concealed from view or installed underground.

**Section 3.13: Signs.** No signs of any kind shall be placed to the public view on any Lot except one professional sign of not more than three (3) square feet advertising the property for sale or rent. Sale or rental prices shall not be placed on any sign. Signs used by the Declarant, a builder, or a lender to advertise the Property during the construction and sales period shall be permitted irrespective of the foregoing but shall not exceed nine (9) square feet of surface area. Sales flags shall not be placed on any Lot.

**Section 3.14: Keeping of Animals on Lots.** Cats, dogs, or other generally recognized household pets of a reasonable number may be kept on the Property, provided that such household pets are reasonably prevented from running loose or becoming a nuisance to the other Owners. No Swine may be kept, raised, or bred on any portion of the Property.

**Section 3.15: Mining and Quarrying.** No drilling, quarrying, or refining operations of any kind shall be permitted upon any Lot; nor shall any other type well, tanks, tunnels, shafts or mineral excavation be permitted upon any Lot.

Section 3.16: *Duration.* The foregoing covenants and restrictions are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under it until April 1, 2031, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of a majority of Lots in the Subdivision shall be recorded, agreeing to terminate the covenants and restrictions in their entirety within 180 days of the conclusion of the initial or any subsequent period of effectiveness.

Section 3.17: *Enforcement.* The Association and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, assessments, and changes now or hereafter imposed by the provisions of this Declaration. Failure to enforce any conditions, covenant, assessment, lien, change or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Declarant, for himself, his successors or assigns, reserves the right to enforce these restrictive covenants, though he may have previously sold and conveyed all subdivided lots in said Subdivision controlled by these covenants. The reservation of this right of enforcement shall in no event, however, create an obligation of any kind to enforce these restrictive covenants.

Section 3.18: *Partial Invalidity.* The invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 3.19: *Exclusion of other property from General Scheme of Development.* Nothing herein is intended nor should be construed to affect or in any way limit Declarant use of the other property owned by Declarant adjacent to the property, it being the intent of the Declarant and the agreement of all persons who may acquire an interest in the Property that Declarant may use adjacent or adjoining property for any purpose and may convey such property subject to the Detention Pond Easement with or without other restrictions regarding its use and development, and that if conveyed subject to restrictions, such restrictions may be, in the sole discretion of Declarant, more or less restrictive than the restrictions placed on the Property.

Section 3.20: *Type of Underlying Soils.* The subdivision is located over areas that may contain a large amount of clay or other very elastic soil and because of elasticity of the soil some slabs, driveways and sidewalks built according to the highest standards may crack or shift over time. The Declarant sub-divider shall not be responsible for any damages that might be caused to slabs, driveways, sidewalks, structures, or other improvements caused by the underlying soils.

#### **ARTICLE 4** **EASEMENTS RESERVED FOR UTILITIES**

Section 4.1 Utility Easements. In addition to the easements reflected on the Plat, Declarant reserves unto itself, its successor and assigns forever, a 20' foot utility

easement along the boundary line of each for Lot the purposes of installation and maintenance of utilities.

## **ARTICLE 5** **RECIPROCAL ROAD MAINTENANCE**

Section 5.1 In lieu of subjecting the property and its owners to the control of a formal home owners association, each Lot Owner by acceptance of any deed to any Lot agrees to the terms and conditions for road maintenance as set out herein.

Section 5.2 Each Lot Owner will share equally in the expenses for normal maintenance and repair of the roads as shown on the plat. No expense shall be incurred by any Lot Owner without approval of a majority of the Lot Owners. Such consent shall be in writing and signed by all Lot Owners, with a copy delivered to each Lot Owner.

Section 5.3 The roads will be maintained in good, passable condition under all traffic and weather conditions. Maintenance and repair will include drainage facilities as well as surface work.

Section 5.4 The cost for agreed maintenance and repair shall be borne and shared equally by all Lot Owners. In the consent to repair, the Lot Owners shall designate a party to be the agent for contracting or undertaking the agreed repair or maintenance and to collect each Lot Owners share of the cost.

Section 5.5 If a Lot Owner or its agent disturbs the surface of the roadway (other than normal automobile and service ingress and egress), that Lot Owner is responsible for immediately restoring the road surface to as nearly as possible the condition in which it existed before being disturbed.

## **ARTICLE 6** **MISCELLANEOUS**

Section 6.1 If any Lot Owner retains an attorney to enforce any of these restrictive covenants, the Party prevailing in litigation is entitled to recover reasonable attorney's fees, other fees, and court and other costs.

Section 6.2 This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

Section 6.3 This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

Section 6.4 It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any



remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

Section 6.5 If any provision contained herein is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa.

**ARTICLE 7**  
**NOTICES TO LOT OWNERS**

Section 7.1 Any notice required or permitted herein must be in writing. Any notice required herein will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to each Lot Owner at the address reflected in the records maintained by the Gonzales Appraisal District for each of the Lots. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received.

Dated: \_\_\_\_\_, 2022

BELMONT ESATES PROPERTIES, LLC.

\_\_\_\_\_  
By: Richard Walker, Member

State of Texas

County of Gonzales

The foregoing instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2022, by Richard Walker, Member of Belmont Estates Properties, LLC, a Texas limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

After recording return to:

Belmont Estate Properties, LLC  
14394 US HWY 90A West  
Gonzales, Texas 78629