

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

353.35 acres of land located within the G. H. & H. RR. Co. Survey, Abstract No. 664 of Colorado County, Texas as shown in the attached Exhibit A

This Declaration of Covenants, Conditions, and Restrictions is made on this the day by Legacy Land Group LTD., ("Declarant"), whose mailing address is P.O. Box 1249 San Marcos, Texas 78667.

### Recitals

1. Declarant is the owner of all that certain real property ("the property") located in Colorado County, Texas described as follows:  
353.35 acres of land located within the G. H. & H. RR. Co. Survey, Abstract No. 664 of Colorado County, Texas as shown in the attached Exhibit A
2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general plan development.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions:

### Article 1 Definitions

1-1 "**Developer**" means Declarant and its successors and assigns who acquire or own the entirety of the development but will parcel it into undeveloped Lots from Declarant for the purpose of development.

1-2. "**Lot**" means the subdivided Lots within the Property identified above, as fully described in the attached "Exhibit A".

1-3 "**Owner**" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property.

1-4 "**Main Road**" means any county, state or otherwise publicly maintained road

1-5 "**Mobile Home**" also known as modular, prefab, or factory homes, means any prefabricated house assembled in a factory and then transported to site of use.

**Article 2**  
**Exterior Maintenance**

2-1 **Exterior Maintenance.** If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, the exterior of any buildings and other improvements located on the Lot at expense of the Owner.

**Article 3**  
**Use Restrictions and Architectural Standards**

3-1 **Residential, Light Commercial and/or Agricultural Use Only.** All Lots shall be used for residential purposes, light commercial and/or agricultural uses. No retail or high traffic commercial activity shall be permitted. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. Agricultural use consists of any use for agriculture that does not otherwise run afoul of the provisions of these restrictions. Air B&B, short term rentals, and other similar course activities are allowed.

3-2 **Type of Buildings Permitted.** Each Lot may not exceed one (1) dwelling per two (2) acres. However, Developer, as well as any other person engaged in the construction and sale of residences on Buyer the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

3-3 **Temporary Residences During Construction.** Recreational vehicles or camper trailers may be used for temporary residence for up to six (6) months.

3-4 **Design, Minimum Floor Area, and Exterior Walls.** Any residence constructed on a Lot must have a ground floor area of not less than 800 square feet (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) except for approved "Tiny Houses" which comply with these restrictions in every way except the minimum floor area. "Tiny Houses" may not exceed a length to width ratio greater than 3 to 1. "Tiny Houses" must have fiber cement or similar exterior siding material. **Single-wide mobile homes are strictly prohibited.** A nice barn or workshop with living quarters within is acceptable, provided it is built from quality materials. All structures must have the exterior construction completed in its entirety within one hundred eighty (180) days from ground breaking or initial placement upon the Lot. All outbuildings, guest houses, porches, platforms, decks, stairways and garages must be architecturally compatible to the home.

3-5 **Setbacks.** No building shall be located on any Lot nearer to the front Lot line or nearer to the side lot line than the minimum building setback lines of:

- a. Seventy-Five (100) feet to the Lot line along the Main Road
- b. Twenty (25) feet to all other Lot lines.

For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

3-6 **Resubdivision or Consolidation.** No Lot shall be resubdivided or split except as follows. Any

Owner of one or more adjoining Lot may consolidate such Lot into one single-family residence building site. A Lot Owner may subdivide a Lot; however, each subdivided Lot shall have not less than Two (2) acres once subdivided. The location of improvements on any subdivided Lot shall comply with all restrictions, including setbacks and easements, documented herein.

3-7 **Driveways.** All driveways are to be installed and maintained by the Owner of the Lot. This includes the portion of the driveway outside of the Property and within the Right of Way of the Main Road. Owners are responsible for obtaining a permit from the County Road & Bridge Department or TXDOT for connecting a driveway with the Main Road. Buyer

3-8 **On-Site Sewage Facility.** Prior to occupancy of a home or any livable building, each Lot Owner shall construct, install and maintain an On-Site Sewage Facility ("OSSF") in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the appropriate County. The Owner is responsible for obtaining a permit, approval, and inspection of the OSSF from the appropriate County & City's Health District. If such OSSF complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto Main Roads, ditches or adjoining Lots, such OSSF shall be modified so as to eliminate such foul or noxious odors or unsafe liquid. The OSSF will be considered in violation of these restrictions if it does not have the proper permits, approval, inspection, and/or if the OSSF emits foul or noxious odors. Buyer

3-9 **Obnoxious or Offensive Activities Prohibited.** No obnoxious or offensive activities shall be carried on upon said Lot or Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

3-10 **Prohibited Residential Uses.** Any structure not approved for residential use including but not limited to trailers, single-wide mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessor structures, shall not be used on any Lot at any time as a residence, either temporarily or permanently.

3-11 **Fence.** No fence, hedge, wall or other dividing instrument over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot.

3-12 **Surface Mining and Natural Resources.** It is expressly forbidden by these restrictions to mine surface or subsurface minerals or soils by strip-mining or by any other method, for resale from any Lot within the Property. This restriction is inclusive of caliche or other similarly known soil materials. This restriction does not prohibit the pumping of ground water for consumption upon the lot wherein the well is located. Groundwater may only be used for private domestic use. No private water source may be connected to a public water source.

3-13 **Rubbish, Trash, and Garbage.** No rubbish, trash, garbage or other waste material shall be kept on any Lot except in sanitary containers located in appropriate areas concealed from the public view.

3-14 **Animals.** The raising or keeping of hogs on any part of the Subdivision is strictly prohibited. No pets shall be kept, bred or maintained for any commercial purposes.

(a) The raising of livestock shall be allowed, but shall be limited to one (1) animal unit per acre. An animal unit shall be calculated as follows:

- i. one (1) cow;
- ii. one (1) bull;

- iii. two (2) five hundred (500) pound calves;
- iv. three (3) sheep or goats;
- v. one (1) horse;
- vi. two (2) foals one (1) year old or younger;
- vii. any animal with un-weaned offspring shall be considered a single animal unit; and
- viii. one (1) head for any animal not already listed, except for swine which shall be limited to one head per Lot.
- ix. five (5) chickens in addition to one (1) of the aforementioned animal units.

(b) If any member of an owner's family is under the age of nineteen (19) and is a bona-fide member of a 4-H Club or Future Farmers of America Club, then, as an exception to 4.14 (a), one animal per each bona-fide member shall be permitted for the purpose of raising each animal for competition or as part of a club project, provided that the animal shall be removed from the Lot upon completion of the competition or club project.

(c) 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.

(d) Any and all animals, including household pets, require appropriate fencing to confine them to their Lot. No animal shall be permitted until the appropriate fencing is completed. It is each Owner's responsibility to install a gate and/or cattle guard to prevent cattle or other livestock from getting onto the Main Roads. It is further the responsibility of the Owner who installs a gate to keep it closed at all times.

(e) All Lots, 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 to Owners of the Lots.

**3-15 Vehicles/Trailers.** No repairing of motor vehicles requiring more than seven (7) days to complete shall be permitted on any Lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any portion of any Lot or street within the Subdivision for more than seven (7) days. No motor vehicle, which is not in operating condition or not bearing current license plate and registration, shall be placed or permitted to remain on the Main Road or on any portion of any Lot. Restoration of vehicles is permitted providing all work, parts and framework are done in an enclosed garage. Any RVs, Boats, travel trailers or Class C type or style vehicle (dump trucks, 18-wheelers, etc.) shall be parked a minimum of fifty feet (50') from any Lot boundary line. No junk yards, auto salvage yards, waste facilities or metal scrap yards shall be permitted.

**3-16 Mobile Homes. Single-wide mobile homes are strictly prohibited.** Additionally, double-wide mobile homes must be new at the time of placement on the property. Mobile homes shall be underpinned and skirted using hardy board or masonry within 60 days from the date placed on property. In addition, landscaping must be installed within 60 days from date placed on the property with a professional quality appearance. The restrictions on manufactured home placement apply to both the original and any subsequently installed homes. \_\_\_\_\_  
Buyer

## **Article 4 Easements**

**4-1 Reservation of Easements.** Easements for installation and maintenance of utilities, including electric provider, telephone lines, etc., are reserved by Declarant. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of such Lot, except for maintenance of which a public utility is responsible, therein shall continuously maintain the area of each Lot and all improvements.

(a) Easements are defined as:

1. Thirty foot (30') wide area on the sides of each Lot that share a common boundary line with a Main Road; and
2. Fifteen foot (15') wide area on the sides of each Lot that share a common boundary line with another Lot.
3. Thirty foot (30') wide area on the sides of each Lot that do not share a common boundary line with another Lot, for the benefit of utilities.

## **Article 5 General Provisions**

**5-1 Enforcement.** The Developer, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Declarant shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the Declarant to enforce any of these provisions. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

**5-2 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.

**5-3 Covenants Running with the Land.** These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

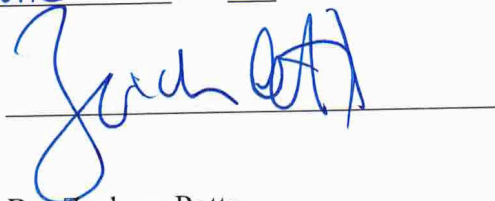
**5-4 Duration and Amendment.** The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 20 years subject to termination by an instrument signed by more than 75 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Lot Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof in order to make necessary alterations, corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent

with and in furtherance of the general plan and scheme of development of the acreage. Neither any amendment nor any termination shall be effective until recorded in the real property records of Colorado County, Texas, and all requisite governmental approvals, if any, have been obtained.

5-5 **Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

5-6 **Liberal Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 20 day of June, 2022

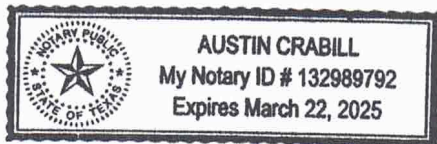


By: Zachary Potts  
President of Chanan Corp., General Partner of  
Legacy Land Group, Ltd.

ACKNOWLEDGMENT

STATE OF TEXAS            )  
                                          )  
COUNTY OF Hays        )

This instrument was acknowledged before me on the 20 day of June, 2022 by Zachary Potts, an individual known to me, in the recited capacity for President of Chanan Corp., General Partner of Legacy Land Group, Ltd.



  
Notary Public

✓ After Recording, Return To:  
Legacy Land Group, Ltd.  
P.O. Box 1249  
San Marcos, Texas 78667

## JDS SURVEYING, INC.

T.B.P.E.L.S. Firm Registration No. 10194118  
159 W. MAIN - VAN, TX 75790 - Phone: (903) 963-2333

353.35 ACRES

All that certain lot, tract or parcel of land located within the G. H. & H. RR. Co. Survey, Abstract No. 664 of Colorado County, Texas, being a portion of the residue of a called 639.66 acre tract as described in a deed from Norma Margaret Kunze and Joe F. Wheat, Co-Trustees of the Scott Witter Martial Trust to Legacy Land Group, Ltd., dated November 12, 2021 and recorded in Volume 981, Page 792 of the Official Records of Colorado County, Texas, and this 353.35 acre tract being more fully described as follows:

BEGINNING at a Point in Beal Road (County Road 210) at the common corner of the residue of said 639.66 acre tract, a called 80 acre tract, described Third Tract in a deed from The Estate of Edna F. Willis to John G. Cannon, dated May 7, 1991 and recorded in Volume 613, Page 386, same being the common corner of said G. H. & H. RR. Co. Survey, Abstract No. 664, the G. H. & H. RR. Co. Survey, Abstract No. 250, the G. H. & H. RR. Co. Survey, Abstract No. 699, and the G. H. & H. RR. Co. Survey, Abstract No. 247;

THENCE South 42 deg. 36 min. 00 sec. West, with the Northwest line of said 301.902 acre tract and the common line of said G. H. & H. RR. Co. Survey, Abstract No. 664 and the G. H. & H. RR. Co. Survey, Abstract No. 247, passing a 5/8" Iron Rod Found at the North corner of a called 301.902 acre tract as described in a deed from Kay Beth Brunner Barr, Executrix of the Estates of Louise W. Brunner and William J. Brunner to Jason William Brunner and Shanna Kay Callis, dated May 28, 2011 and recorded in Volume 671, Page 555 at 20.84 feet and continuing for a total distance of 4,019.19 feet to a 1/2" Iron Rod Found at the East corner of a called 11.50 acre tract as described in a deed from Legacy Land Group, Ltd. to David Bueno Martin and Natalie Hastik Martin, dated April 11, 2022 and recorded in Volume 1001, Page 368;

THENCE North 48 deg. 11 min. 35 sec. West, with the Northeast line of said 11.50 acre tract, a distance of 385.03 feet to a 1/2" Iron Rod Found at the North corner of same;

THENCE South 42 deg. 49 min. 37 sec. West, with the Northwest line of said 11.50 acre tract, passing a 1/2" Iron Rod Found for reference at 1,259.18 feet and continuing for a total distance of 1,289.18 feet to a Point for Corner in McDonald Road (County Road 218) and the Northeast line of a called 317.42 acre tract as described in a deed from Charles Ray Skeeter, et al, as Trustee of the Sara Carr Revocable Living Trust to Marcia Mikeska Ritchie, dated July 28, 2014 and recorded in Volume 760, Page 300, and being the common line of said G. H. & H. RR. Co. Survey, Abstract No. 664 and the G. H. & H. RR. Co. Survey, Abstract No. 251 at the West corner of said 11.50 acre tract, from which a 1/2" Iron Rod Found at the West corner of said 301.902 acre tract bears South 50 deg. 30 min. 29 sec. East, a distance of 390.67 feet;

THENCE North 47 deg. 10 min. 23 sec. West, with said McDonald Road, the Northeast line of said 317.42 acre tract, and said G. H. & H. RR. Co. Survey, Abstract No. 664 and said G. H. & H. RR. Co. Survey, Abstract No. 251, a distance of 2,309.39 feet to a Point for Corner in same, from which a 1/2" Iron Rod Found in the Southeast line of a called 11.03 acre tract as described in a deed from Legacy Land Group, Ltd. to Felix Murillo, dated March 4, 2022 and recorded in Volume 994, Page 54 bears North 44 deg. 05 min. 36 sec. West, a distance of 558.37 feet;

353.35 ACRES

Page 2 of 2

THENCE North 42 deg. 49 min. 36 sec. East, across the residue of said 639.66 acre tract, passing a 1/2" Iron Rod Set for reference at 30.00 feet, passing another a 1/2" Iron Rod Set for reference at the edge of a 75 foot wide irrigation channel easement as described in Volume 102, Page 617 at 2,569.06 feet, and continuing for a total distance of 2,606.57 feet to a Point for Corner in said irrigation channel;

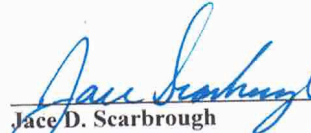
THENCE North 48 deg. 11 min. 35 sec. West, across the residue of said 639.66 acre tract and with said irrigation channel, a distance of 683.96 feet to a Point for Corner in same and being in the Southeast line of a called 17.30 acre tract as described in a deed from Legacy Land Group, Ltd. to Galileo Ernoides Joya and spouse, Norsi Del Carmen Ventura De Joya, dated April 4, 2022 and recorded in Volume 996, Page 827;


THENCE North 50 deg. 44 min. 40 sec. East, with said irrigation channel, the Southeast line of said 17.30 acre tract, and the Southeast line of a called 17.30 acre tract, described as Tract 1 in a deed from Legacy Land Group, Ltd. to Israel Bonilla, et al, dated April 22, 2022 and recorded in Volume 1001, Page 338, passing a 1/2" Iron Rod Set for reference in the edge of said irrigation at 329.57 feet and continuing on same course and across the residue of said 639.66 acre tract a total distance of 754.51 feet to a 1/2" Iron Rod Set for corner;

THENCE North 42 deg. 49 min. 36 sec. East, continuing across the residue of said 639.66 acre tract, passing a 1/2" Iron Rod Set for reference at 1,935.97 feet and continuing for a distance of 1,965.97 feet to a Point for Corner in said Beal Road, the Southwest line of a called 160 acre tract, described Second Tract in said Volume 613, Page 386, and the common line of said G. H. & H. RR. Co. Survey, Abstract No. 664 and said G. H. & H. RR. Co. Survey, Abstract No. 250, from which a Cotton Spindle Found in said Beal Road at the North corner of a called 10.01 acre tract as described in a deed from Legacy Land Group, Ltd. to Luis M. Galvan and Rodrigo Galvan, dated March 1, 2022 and recorded in Volume 993, Page 405 bears North 47 deg. 18 min. 19 sec. West, a distance of 1,977.23 feet;

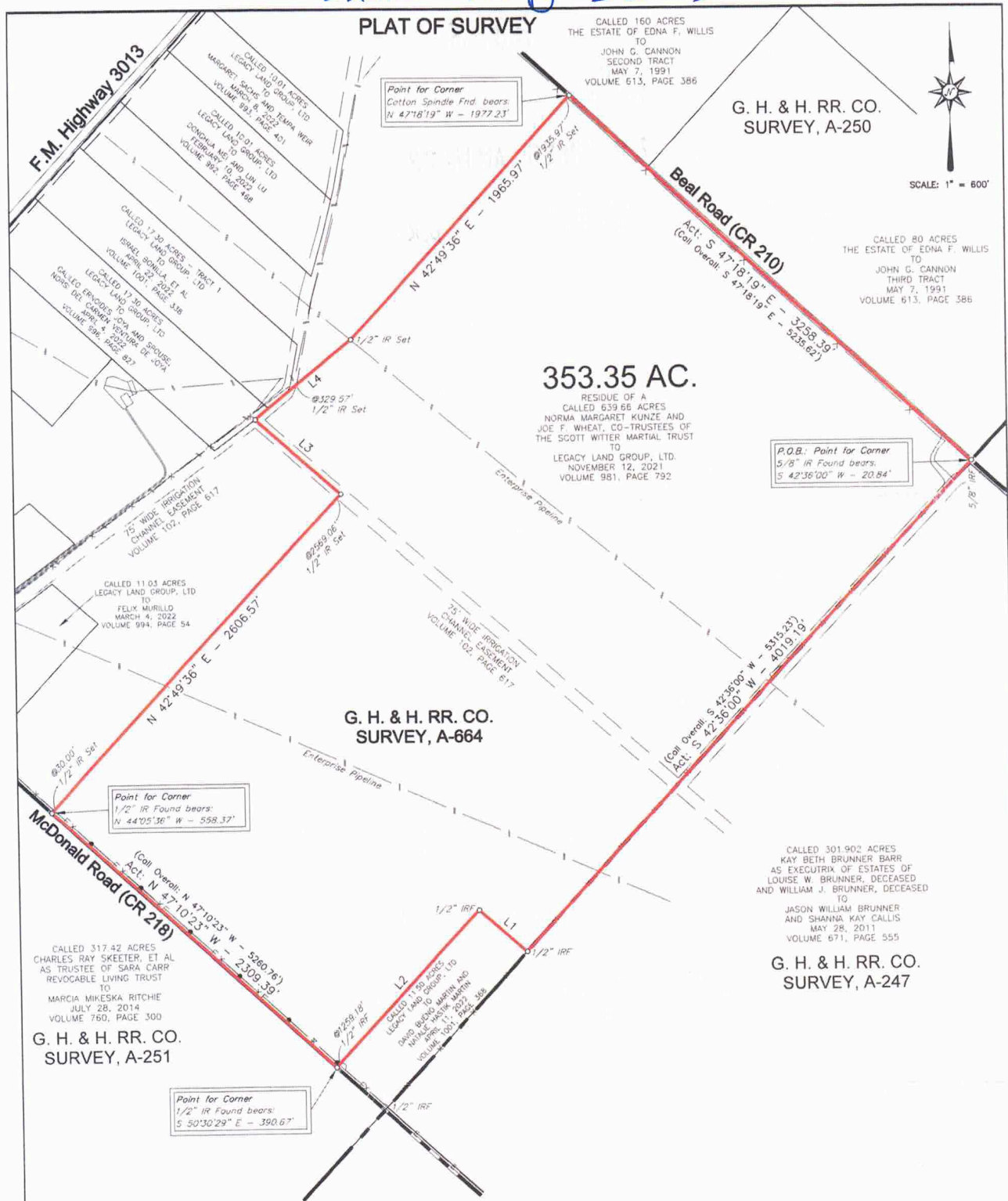
THENCE South 47 deg. 18 min. 19 sec. East, with said Beal Road, the Southwest line of said 160 acre tract, and said 80 acre tract, and the common line of said G. H. & H. RR. Co. Survey, Abstract No. 664 and said G. H. & H. RR. Co. Survey, Abstract No. 250, a distance of 3,258.39 feet to the POINT OF BEGINNING AND CONTAINING 353.35 ACRES OF LAND. See Map No. 2629\_1-18 & 39-51 Overall prepared in conjunction with these field notes. The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment. (TX South Central Zone - NAD 83). I, Jace D. Scarbrough, do hereby state that the field notes hereon were prepared from a survey made on the ground under my supervision during the months of September and December, 2021 and June, 2022.

GIVEN UNDER MY HAND & SEAL, this the 20th day of June, 2022.

  
Jace D. Scarbrough  
Registered Professional Land Surveyor  
State of Texas No. 6289







**353.35 AC.**

**G. H. & H. RR. CO. SURVEY, A-664**

**G. H. & H. RR. CO. SURVEY, A-251**

**G. H. & H. RR. CO. SURVEY, A-247**

The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment (TX South Central Zone - NAD 83)

I, Jace D. Scarbrough, do hereby state that this plat represents a survey made on the ground under my supervision during the months of September and December, 2021.

GIVEN UNDER MY HAND & SEAL, this the 20th day of June, 2022

*Jace D. Scarbrough*  
 JACE D. SCARBROUGH - R.P.S. No. 6289



LINE	BEARING	DISTANCE
L1	N 48°11'35" W	385.03'
L2	S 42°49'37" W	1289.18'
L3	N 48°11'35" W	683.96'
L4	N 50°44'40" E	754.51'

NOTE: "O" DENOTES POINT FOR CORNER UNLESS OTHERWISE NOTED.  
 NOTE: FIELD NOTES TO ACCOMPANY THIS PLAT.  
 NOTE: NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND PIPELINES OR UTILITIES.  
 NOTE: THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



**LEGEND**

Barbed Wire Fence	— x —
Powerline	— E —
IRF	IRON ROD FOUND
IRS	IRON ROD SET

**PLAT OF SURVEY**  
**353.35 AC. LOCATED IN THE**  
**G. H. & H. RR. CO. SURVEY, A-664**  
**COLORADO COUNTY, TEXAS**

**JDS SURVEYING, INC.**  
 WWW.JDSSURVEY.COM  
 PROFESSIONAL SURVEYING & MAPPING  
 T.B.P.E.L.S. Firm Registration No. 10194118  
 159 W. Main, Van, TX 75790 - Phone: (903) 963-2333

DRAWN BY: SJ	SCALE: 1" = 600'
SURVEYED BY: JY	REF: 2629-TRACTS
DATE: 06-20-2022	JOB NO: 2629
	1-18 & 39-51 OVERALL DWG

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