

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

For Lot \_\_\_\_\_, **The Estates at Pecan Hill**, a subdivision in Austin County, Texas, recorded in Stephen F. Austin Survey, Abstract No. 004 in Austin County, TX Plat Records in Instrument Number \_\_\_\_\_.

1. The Developer 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.
2. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Developer, and each successive owner of an interest in the Property.
3. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Developer desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

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

- 1.01. "**Developer**" means Developer and its successors and assigns who acquire or own the entirety of the development but will parcel it into undeveloped Lots from Developer for the purpose of development.
- 1.02. "**Lot**" means the subdivided Lots within the Property identified above.
- 1.03. "**Owner**" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property.
- 1.04. "**Main Road**" means any county, state or otherwise publicly maintained road
- 1.05. "**Mobile Home**" also known as a single-wide or double-wide manufactured home.

### ARTICLE 2 - Exterior Maintenance

- 2.01. 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

3.01. A) **Residential, Light Commercial and/or Agricultural Use Only.** All Lots shall be used for single-family residential purposes, light commercial and/or agricultural uses. No retail or high traffic commercial activity shall be permitted. No commercial activities shall be permitted outside of daylight hours. 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. RV parks, commercial camping grounds, auto salvage yards, and auto repair shops are strictly prohibited.

3.02. **Type of Buildings Permitted.** No building (exclusive of outbuildings, guest houses, porches, garages) shall be erected, altered, or permitted on any Lot, other than single-family dwelling, but may not exceed one dwelling per one (1) acre(s). 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 construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property.

3.03. **Temporary Residences During Construction.** Recreational vehicles or camper trailers may be used for temporary residence for up to 3 months. Said residences may be granted additional three (3) month extensions at the end of each period given the residence is neat in appearance and the property is well maintained.

3.04. **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" shall be those houses that are less than 800 square feet in ground area, which are of the same structural integrity of a site-built, larger home, are generally allowed and may be approved by the county. This excludes single-wide mobile/modular/prefab/factory homes. **Single-wide and Double-wide mobile homes are strictly prohibited.** A nice barn or workshop with living quarters within is acceptable, provided it is built from quality materials and has a pleasing architectural style. All structures must have the exterior construction completed in its entirety within three hundred sixty-five (365) days from breaking ground or initial placement upon the Lot.

3.05. **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. Fifty feet (50') to the Lot line along the Main Roads; and

b. Twenty-five feet (25') to all other Lot lines.

Exceptions to the minimum setbacks, as described above, may be granted by the County on a case-by-case basis.

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.

**3.06 Resubdivision or Consolidation.** A Lot may be resubdivided with County approval. The location of improvements on any subdivided Lot shall comply with all restrictions, including setbacks and easements, documented herein. All subdividing by an Owner must be approved and platted to the rules and laws of the appropriate County and the State of Texas.

**3.07 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 for connecting a driveway with the Main Road. Location of culverts and entrances must be approved by the County.

**3.08 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.

**3.09 Obnoxious or Offensive Activities Prohibited.** No obnoxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

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

**3.11 Fences.** No construction of the fence may begin until the specifications and a site plan showing the location of the fence have been submitted to and approved, in writing, by the County. Any fence installed, regardless of height or length, without the prior approval of the County and deemed in violation of these restrictions is subject to being removed, without notice, at expense of the owner.

**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 Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers.

**3.14 Animals.**

- (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 above-mentioned 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. Chickens are allowed for home-steading purposes. Guineas, peacocks or other loud fowl are strictly prohibited.
- (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) Exotic game shall be allowed upon the property, with the exception of those that would affect the health, safety and or welfare of any of the Owners within the Property.
- (d) Swine are strictly prohibited.
- (e) 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.
- (f) 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.

- (g) 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 uncovered. 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 five (5) 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.

**3.16 Mobile Homes.** Single-wide and Double-wide mobile homes are strictly prohibited.

**3.17 Drainage** A Lot owner cannot make a change to the overall drainage of their Lot that would affect adjacent Lots without written approval from the County. A drainage study must be conducted and submitted to the County.

#### ARTICLE FOUR - Easements

**4.01. Reservation of Easements.** Easements for installation and maintenance of utilities, including electric, telephone lines, etc., are reserved by Developer. 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. Fifteen foot (15') 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 FIVE - General Provisions

5.01. **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. Developer 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 Developer 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. **As the declarant, we the Owner, have the authority to remove or amend the restrictions.**

5.02. **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.

5.03. **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.

5.04. **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 10 years. The covenants, conditions, and restrictions of this Declaration may be amended by the Developer. Further, Developer reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof in order to make corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein. Neither any amendment nor any termination shall be effective until recorded in the real property records of Austin County, Texas, and all requisite governmental approvals, if any, have been obtained.

5.05. **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.

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

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_