

**Declaration of Restrictive Covenants of the
Serenity Oaks
Subdivision**

Basic Information

Date: _____

Declarant: Grune Hektar, LLC, a Texas limited liability company

Declarant's Address:

Grune Hektar, LLC
2951 Marina Bay Dr
Suite 130-562
League City, TX 77573

Property:

Please see Exhibit A.

Definitions

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

"Declarant" means Grune Hektar, LLC, a Texas limited liability company, and any successor that acquires all unimproved Tracts owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Manufactured Housing" or "Manufactured Home" refers to a structure constructed in a factory setting according to federal HUD standards, designed for long-term residential use, and transported to a Tract for installation.

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

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

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

"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 Tract (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Tract" means each portion of land designated as a Tract.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Tracts, by their acceptance of their deeds, leases, or occupancy of any Tract, agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision 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 Tract.

3. Each Owner and occupant of a Tract agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Tract and Easements

1. The Tract, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use the portion of a Tract lying in an Easement for any purpose that does not interfere with the easement's purpose or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. No structures are to be built within an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Tract may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. Any wrecking or junk yards;
 - i. No wrecked, abandoned or junk vehicles;
 - ii. Non-working vehicles must be in a fully enclosed structure;
- f. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- g. any keeping or raising of animals, livestock, or poultry for commercial farming purposes;
- h. any commercial gun ranges or hunting (personal or commercial) on the property;
- i. any improvements within the ground or aerial easements;
- j. interfering with a drainage pattern or the natural flow of surface water; and
- k. No tractor trailer parking.

D. Construction and Maintenance Standards

1. *Tracts*

- a. *Subdivision Prohibited.* No Tract may be further subdivided.

2. *Residences and Structures*

- a. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 180 days and the Tract restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 240 days and the Tract restored to a clean and attractive condition.

3. *Manufactured Housing*

- a. No more than 2 compliant Manufactured Housing units per Tract.
- b. Manufactured homes must be professionally skirted within 30 days of delivery and setting.
- c. Manufactured Housing can be placed on a tract under the following conditions:
 - d. *Licensed Installation Requirement:* All installations of manufactured homes within this must be performed by licensed installers in accordance with 10 TAC § 80.33.
 - e. *Compliance with State Regulations:* Each manufactured home installation must comply fully with the standards, rules, and orders as set forth by the department, pursuant to V.T.C.A., Occupations Code § 1201.255.
 - f. *Used Manufactured Housing:* Any used Manufactured Housing may be placed on a Tract, so long as there is no outside damage and the Manufactured Housing has a HUD Label Number or Texas Seal Number less than 5 years old on the date of placement.

4. *Septic Systems*

- a. Waste disposal systems must meet or exceed state or local codes.

E. Roadway Maintenance Required

1. *Application.* As a binding condition of their property ownership, all Tract owners within this community must adhere strictly to the terms outlined in the attached Roadway Maintenance Agreement.

2. *Mandatory Compliance.* Compliance with this agreement is mandatory for all current and future homeowners. Failure to comply with these terms may result in enforcement actions as detailed within the agreement or these Declarations.

F. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67 percent of the Owners.

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 67 percent of the Owners, the owner of any property 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. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

Grune Hektar, LLC, a Texas limited liability
company,

Rick Rauch, Managing Member

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by Rick Rauch, a Managing Member of Grune Hektar, LLC, on behalf of Grune Hektar, LLC, a limited liability company.

Notary Public, State of Texas

My commission expires: _____

After recording, please return to:

Grune Hektar, LLC
2951 Marina Bay Dr
Suite 130-562
League City, TX 77573

Exhibit A

Being an 87.29 acre tract of land in the Jacob Gross Survey, Abstract No. 182, Milam County, Texas, and being a part of that certain called 73 .13 acre tract of land in a deed to Millicent Ferrari recorded in Volume 741, Page 464 of the Official Records of Milam County, Texas (ORMCT), and a part of that certain called 72.33 acre tract of land in a deed to Carolyn Jean Ferrari, et al, recorded in Volume 741, Page 467 (ORMCT). Said 87.29 acre tract being more particularly described by metes and bounds on the attached Exhibit A.

BEGINNING in the common line of said Gross Survey and the John Turner Survey Abstract No. 361, at a found 1/2" iron rod with cap stamped "Triad Surveying RPLS 5952" at a 3" pipe fence comer post being the occupied northeast comer of above mentioned 72.33 acre tract, same being a northwesterly comer of a called 105 acre tract of land designated THIRD TRACT to Jill Lane Fouch, et al, by deed recorded in Instrument No. 2022-2397 (ORMCT), in the south line of a called 346.659 acre tract of land to Keith R. Taunton, et ux, (668/108 ORMCT);

THENCE along the east line of said 72.33 acre tract, and the east line of above mentioned 73.13 acre tract, same being the west line of said 105 acre tract, South 20 degrees 02 minutes 31 seconds East, at a distance of 2569.17 feet passing a set 1/2" iron rod at a 4" wood comer post in the apparent north right-of-way line of County Road 364 for reference, continuing along said course for a total distance of 2626.50 feet to the center of the road;

THENCE along the center of County Road 364, South 70 degrees 27 minutes 43 seconds West, a distance of 1445 .17 feet for the southwest corner of this;

THENCE North 20 degrees 02 minutes 31 seconds West, at a distance of 22.39 feet passing a set 1/2" iron rod in a fence on the apparent north right-of-way line of the road for reference, continuing along said course, crossing said Ferrari tracts, for a total distance of 2616.81 feet to a set 1/2" iron rod in the north line of said 72.33 acre tract;

THENCE along the north line of said 72.33 acre tract, the south line of a called 151.846 acre tract of land to Lochow Ranch Master Limited Partnership (1084/642 ORM CT), along the north line of said Gross Survey, same being the south line of the Jackson Survey, and the south line of said Turner Survey, North 68 degrees 52 minutes 42 seconds East, a distance of 907.45 feet to a set 1/2" iron rod for the southwest comer of said 346.659 acre tract;

THENCE along the north line of said 72.33 acre tract, same being the south line of said 346.659 acre tract, North 72 degrees 06 minutes 00 seconds East, a distance of 538.20 feet to the POINT OF BEGINNING, containing 87.29 acres of land, more or less, of which approximately 0.90 acre lies within County Road 364.

Attachment: Road Maintenance Agreement

Regarding: All properties and owners subject to the Covenants, Conditions, and Restrictions (CC&Rs) of Serenity Oaks located in Milam County, Texas.

Property: As defined and described in the CC&Rs.

Description of Roadway: *Please see Exhibit B.*

Agreement:

The owners of properties within the Serenity Oaks, whose properties are benefited or burdened by the Roadway described above, hereby agree to the following terms and conditions regarding the maintenance of said Roadway:

Individual Maintenance Responsibility: Each owner is responsible for maintaining their share of the Roadway to ensure it remains in good, passable condition under all traffic and weather conditions. This responsibility includes, but is not limited to, snow plowing, drainage facilities, and surface work pertinent to their section of the Roadway.

Collective Maintenance Decisions: While each owner maintains their section of the Roadway, all owners retain the option to agree collectively to share costs for extensive maintenance or improvements that benefit the entire Roadway. Such agreements must be made by a majority vote of the owners and documented in writing. Each owner's contribution to these agreed-upon costs shall be voluntary and based on the terms of the collective agreement.

1. Damage Repair Obligation: In the event that damage to any part of the Roadway is caused directly by a specific event, such as construction activities, large vehicle access, or any act that exceeds normal wear and tear, the cost of repairs to restore the Roadway to its condition prior to the damage shall be borne by the owner, or the owner's agent or invitee responsible for causing the damage. This provision ensures accountability and discourages acts that could harm the shared infrastructure.

2. Binding Effect: This Agreement is an attachment to and forms part of the CC&Rs governing the Serenity Oaks and, as such, runs with the land. It is binding upon and inures to the benefit of the owners and their respective heirs, successors, and permitted assigns.

3. Attorney's Fees: In the event of a dispute arising under this Agreement that results in legal action, the prevailing party shall be entitled to recover from the other party all reasonable costs incurred, including, without limitation, attorney's fees, court costs, and expenses, as determined by the court.

4. Binding Effect: This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and all owners subject to the CC&Rs. This Agreement shall be deemed an integral part of the CC&Rs governing the Serenity Oaks.

5. Choice of Law: This Agreement and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule.

6. Notices: Any notice or communication required or permitted under this Agreement shall be in writing and delivered via certified mail, return receipt requested, or by a national overnight courier service, to the address specified in the CC&Rs for notices, or to such other address as the parties may designate by written notice in accordance with this provision. Notices shall be deemed given when received.

7. Amendments and Modifications: This Agreement may be amended, modified, or supplemented only by a written instrument signed by all parties affected by such amendment, modification, or supplement, and any such amendment, modification, or supplement must be consistent with the provisions of the CC&Rs and approved by the managing body as designated in the CC&Rs.

8. Termination: This Agreement shall remain in effect until terminated by a written agreement signed by all parties subject to this Agreement. Notwithstanding the foregoing, this Agreement may only be terminated in a manner that is consistent with the termination provisions of the CC&Rs.

9. Equitable Rights of Enforcement: Anyone affected by this Agreement including the owners, may enforce this Agreement by seeking specific performance, injunctions (temporary or permanent), or any other equitable relief deemed necessary to prevent or remedy any breach. The right to enforce this Agreement shall not require proving monetary damages or lack of an adequate remedy at law.

10. Integration: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

11. Severability: If a court of competent jurisdiction holds any term, covenant, condition, or provision of this Agreement to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Exhibit B

2.36 Acre Access Easement

Being an access easement in the Jacob Gross Survey, Abstract No. 182, Milam County, Texas, and being a part of that certain 87.29 acre tract of land in a deed to Grune Hektar, LLC, recorded in Instrument No. 2024-166 of the Official Records of Milam County, Texas (ORMCT). Said access easement being shown on attached plat and more particularly described by metes and bounds as follows:

COMMENCING in the center of County Road 364, at the southeast corner of above mentioned 87.29 acre tract, same being the southwest corner of a called 105 acre tract of land designated THIRD TRACT to Jill Lane Fouch, et al, (2022-2397 ORM CT), from which a set 1/2" iron rod at a 4" wood fence corner post on the north side of the road for reference bears North 20 degrees 02 minutes 31 seconds West, a distance of 57.33 feet;

THENCE along the center of County Road 364, South 70 degrees 27 minutes 43 seconds West, a distance of 697.58 feet for the southeast corner of this, and the POINT OF BEGINNING;

THENCE along the center of County Road 364, South 70 degrees 27 minutes 43 seconds West, a distance of 50.00 feet;

THENCE entering said 87.29 acre tract, North 20 degrees 02 minutes 31 seconds West, at a distance of 23.71 feet passing a set 1/2" iron rod in the apparent north right-of-way line of County Road 364, continuing along said course for a total distance of 1888.95 feet to a set 1/2" iron rod;

THENCE North 36 degrees 07 minutes 28 seconds West, a distance of 54.15 feet to a set 1/2" iron rod;

THENCE North 20 degrees 02 minutes 31 seconds West, a distance of 61.97 feet to a set 1/2" iron rod;

THENCE North 69 degrees 57 minutes 29 seconds East, a distance of 80.00 feet to a set 1/2" iron rod;

THENCE South 20 degrees 02 minutes 31 seconds East, a distance of 61.97 feet to a set 1/2" iron rod;

THENCE South 03 degrees 57 minutes 34 seconds East, a distance of 54.15 feet to a set 1/2" iron rod;

THENCE South 20 degrees 02 minutes 31 seconds East, at a distance of 1865.65 feet passing a set 1/2" iron rod for reference, continuing along said course of a total distance of 1889.39 feet to the POINT OF BEGINNING, containing 2.36 acres of land for an access easement.

All set 1/2" iron rods have a yellow cap stamped "RPLS 5345".

All bearings recited herein are referenced to Geodetic North.