

Declaration of Restrictive Covenants

Basic Information

Date: _____

Declarant: Paravel Ventures, LLC, a Texas limited liability company

Declarant's Address: _____

Property: All that certain tract or parcel of land containing 151.351 acres, more or less, out of the Gail Borden Survey, A-14, Washington County, Texas, and in the David Shelby Survey, A-86, Austin County, Texas, being more fully described by metes and bounds in **Exhibit "A"**, attached hereto and made a part hereof for all purposes pertinent.

Definitions

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

"Declarant" means Paravel Ventures, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots 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.

"Lot" means each tract of land designated as a lot on the Plat.

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

"Plat" means the plat of the Property attached hereto as Exhibit "B".

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

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

"Road" means the road lying coincident with the Access Easement depicted on Exhibit "C" and as described more fully by metes and bounds on Exhibit "D", both of which are attached hereto and made a part hereof.

"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 Lot (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.

“**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 Lots by their acceptance of their deeds, leases, or occupancy of any Lot 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 Lot.

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

B. Plat and Easements

1. The Plat, 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 that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in 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 Lot 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 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;
- f. any exploration for or extraction of minerals;
- g. using any part of a Lot as a junkyard, wrecking yard or storage area for derelict cars, trucks or other vehicles;
- h. the construction of, or use of existing structures, as multi-family dwellings;
- i. any commercial business operations;
- j. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;
- k. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- l. moving a previously constructed house onto a Lot;
- m. interfering with a drainage pattern or the natural flow of surface water;
- n. occupying a Structure that does not comply with the construction standards of a Residence; and
- o. any installation or use of excessive or offensive lighting (including, without limitation, arena lighting and/or mercury vapor lights);
- p. keeping a number of any kind of livestock in excess of the ratios (units to acres) permitted by the county appraisal district;

- q. any swine or poultry brood operation on any Lot, except those being used for 4-H or FFA projects.

D. Construction and Maintenance Standards

1. *Lots*

- a. *Subdivision Prohibited.* No Lot may be further subdivided.
- b. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Commencing Construction.* All buildings must be completed within eighteen (18) months from the date construction begins.
- b. *Fences.* All fences must be constructed and maintained in a good and workmanlike manner. No chain link fences, hurricane fences, razor wire or game proof fences are permitted.
- c. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within thirty (30) days and the Lot 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 forty-five (45) days and the Lot restored to a clean and attractive condition.
- d. *Water Wells.* Water wells shall be drilled and maintained in accordance with the laws of the State of Texas, and the rules and regulations of the county or other applicable governmental body.
- e. *Septic.* Prior to occupancy of any Lot, the Owner shall construct, install and maintain a septic tank or soil absorption system in accordance with the specifications established by the laws of the State of Texas and/or any other applicable governmental body. If such septic system complies with such specifications but still emits foul or noxious odors or discharges unsafe liquid(s) onto the property, the Owner shall modify such system so as to eliminate such foul or noxious odors or discharge of unsafe liquid(s).

E. Road Easement

1. The Road in the Subdivision shall be operated as a private road with each Owner and the Declarant having an easement for the use and benefit of such person and/or entity, which easement shall include rights of ingress, egress and passageway over and along such Road and in favor of the Declarant and the Owners and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees and successors in title.

2. Subject to the terms and conditions of this Section, the Road is also dedicated as a utility easement for the purpose of constructing, operating, maintaining or repairing a system of electric lighting, electric power, telegraph and telephone lines, gas lines, sewer lines, if any, water lines, storm drainage (surface or underground), cable television or other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property.

3. Notwithstanding the characterization of the Road as a private road on the Property, Declarant hereby grants to law enforcement agencies and governmental law enforcement bodies, fire departments and fire protection personnel, vehicles and equipment, ambulances, school buses, county officials and personnel and other governmental officials and personnel the right to ingress and egress and passage over and along the Road in connection with the performance of their official functions.

4. Terms governing the easement described in this Section:

- a. Character of the Easement. Easements granted over the Road as described herein or as may otherwise be described in conveyances to the Owners from the Declarant are non-exclusive and are irrevocable.
- b. Duration of Easement. The duration of the easement granted is perpetual.
- c. Maintenance. The easement granted shall be maintained not less than once per year and shall be kept in a neat and clean condition. Notwithstanding the foregoing, any damage (other than ordinary wear and tear) to the Road shall be promptly repaired by the Owner who caused such damage or whose invitee, licensee, guest, or designee caused such damage.
- d. Costs of Maintenance. The costs of all maintenance shall be borne equally by each Owner.
- e. Reservation of Rights. Each Owner whose property is encumbered by the Road and the easements granted thereon, together with their respective heirs, executors, administrators, successors and assigns has the right to continue to use and enjoy the surface of their respective Lot for all purposes which do not interfere with or unreasonably interrupt the use or enjoyment of the Road and the easements granted thereon, by the other Owners or any other parties.
- f. Gates Prohibited. No gates, locked or unlocked, may be erected across the Road.

F. General Provisions

1. Term. This Declaration runs with the land and is binding for a term of twenty-five (25) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within six (6) months before the end of a term seventy-five percent (75%)

of the Owners vote not to extend the term.

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 Declarant at any time before all Lots are sold. After all Lots are sold, this Declaration may be changed at any time with the affirmative vote of seventy-five percent (75%) 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 fifty percent (50%) 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.
9. *Association.* The Owners of seventy-five percent (75%) of Lots in the Subdivision may authorize the formation of an association of Owners (“Association”) by signing and acknowledging a statement containing (a) the proposed Association’s name and type of entity and (b) the names and addresses of the initial directors. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, “Dedictory Instruments”).

If an Association is formed, every Owner will be a member and agrees to comply with the Dedictory Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. If more than one person is an Owner of a Lot, only one vote may be cast for the Lot. The Association will have the powers of a Texas unincorporated nonprofit association and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedictory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any common areas. An assessment is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a

continuing vendor's lien on each Lot, and the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association's rights to collect assessments. Regular assessments will be equal for all Lots. The bylaws and rules may also specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedicatory Instruments; and assess an Owner for attorney's fees and costs arising out of enforcement actions, foreclosure of the Association's lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedicatory Instruments.

DECLARANT:

Paravel Ventures, LLC, a Texas limited liability company

By: _____,
its _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, the _____, of Paravel Ventures, LLC, a Texas limited liability company, on behalf of said entity.

Notary Public, State of Texas

Consent and Subordination by Lienholder

Lienholder, as the holder of a lien on the Property, consents to the above restrictive covenants and the terms and provisions thereof, and Lienholder subordinates its lien to such restrictive covenants, so that a foreclosure of the lien will not extinguish restrictive covenants created hereby.

CITIZENS STATE BANK

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, the _____, of Citizens State Bank, on behalf of said entity.

Notary Public, State of Texas