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 FEBRUARY 21 AM 10:01  
 RAIN COUNTY TEXAS  
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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR**

136.34 ACRES OUT OF THE J. HOOKER SURVEY, A-110, RAINS COUNTY TEXAS AS FURTHER DESCRIBED IN EXHIBIT "A".

This Declaration of Covenants, Conditions, and Restrictions is made this day, by Iron Bridge Ranches, JV, (collectively referred to as "Declarant") to whose mailing Address is P.O. Box 1249, San Marcos, Texas, 78667 does amend that certain Declaration of Covenants, Conditions and Restrictions recorded under clerks file number 2020-0343 of the Official Public Records of Rains County, Texas.

Whereas, the Declarant or Seller desires to amend the Original Restrictions to correct typographical, grammatical errors, oversight, ambiguity or inconsistencies appearing in the original restrictions:

Now, therefore, regardless of anything contained in the Original Restrictions to the contrary, they are hereby amended as follows:

1. Declarant is the owner of all that certain real property ("the property") located in Rains County, Texas.
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:

**Recitals**

1. Declarant is the owner of 136.34 acres out of the J. Hooker Survey, A-110 Rains County, Texas as further described in 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 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 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.

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

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 modular, prefab, or factory homes, means any prefabricated house assembled in a factory and then transported to site of use.

#### ARTICLE 2 - Architectural Review

2.01. **Architectural Review Team.** Developer shall designate and appoint an Architectural Review Team ("ART") consisting of not less than two qualified persons, which shall serve at the pleasure of the Developer. The initial team members shall be Zach Potts, Jim Potts and Barton Galle. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor.

2.02. **Approval of Plans and Specifications.** The Architectural Review Team must review and approve in writing all of the following projects on the Property:

(a) Construction of any building, fence, wall, or other structure.

(b) Any structural exterior addition, change, or alteration in any building, fence, wall, or other structure.

2.03. **Written request for Approval.** To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit written request to the Architectural Review Team showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

2.04. **Standard for Review.** The Architectural Review Team shall review written requests for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. A written request can be rejected for providing insufficient information. The ART shall

have broad, discretionary authority to interpret and apply these standards. In rejecting a written request, the ART should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

#### ARTICLE 3 - Exterior Maintenance

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Review Team 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 4 - Use Restrictions and Architectural Standards

4.01. **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.

4.02. **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 two (2) acre. 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, including, but not limited to, offices and storage areas.

4.03. **Temporary Residences During Construction.** Recreational vehicles or camper trailers may be used for temporary residence for up to six (6) months. Said residences may be granted additional six (6) month extensions if the ART deems that the residence is neat in appearance and the property is well maintained. Permission may be revoked at any time as deemed necessary by the ART.

4.04. **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," 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 on a strict, case-by-case basis by the ART. This excludes single-wide mobile homes. Single-wide mobile homes are strictly prohibited. All exterior colors, textures, and materials must have a pleasing architectural style. 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 one hundred eighty (180) days from ground breaking or initial placement upon the Lot

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

- a. One hundred feet (100') 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 ART 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.

**4.06. 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. All subdividing by an Owner must be approved in writing by the ART and platted to the rules and laws of the appropriate County and the State of Texas.

**4.07. 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.

**4.08. 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.

**4.09. Prohibited Residential Uses.** Any structure not approved for residential use by the Architectural Review Team, including but not limited to trailers, 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.

**4.10. Fences.** No fence, hedge, wall or other dividing instrument over ten (10) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. The ART must approve fences as provided in Article 2. 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 ART. Any fence installed, regardless of height or length, without the prior approval of the ART and deemed in violation of these restrictions is subject to being removed, without notice, at expense of the owner.

