

CREEK ROAD ESTATES, LLC

TO

THE PUBLIC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §

COUNTY OF HAYS §

THAT, WHEREAS, CREEK ROAD ESTATES, LLC, a Texas limited liability company, herein called "Principal", is the record owner of all that tract or parcel of land BEING 54.521 acres, more or less, situated in Hays County, Texas, more particularly described by metes and bounds on Exhibit "A", attached hereto and made a part hereof ("Property"); and

WHEREAS, CREEK ROAD ESTATES, LLC will hold, sell and convey the above described Property subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the above-referenced Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any Tract or deed which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said Tract (as defined below) or deed.

Definitions:

1. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.
2. "Principal" and also sometimes referred to as "Owner", shall be CREEK ROAD ESTATES, LLC, a Texas limited liability company.
3. "Tract" shall refer to any portion of the Property, as owned by any Owner.

Restrictions:

1. No Tract may be subdivided into less than 10.1 acres.
2. Except as otherwise permitted in Paragraph 5 herein, all Tracts shall be used solely for single family residential and agricultural/wildlife purposes as hereinafter set out. Main homes shall be a minimum of 3000 square feet, exclusive of porches, decks and garages. No temporary dwelling structures including mobile homes, modular homes or recreational vehicles shall be used as a residence on the Property. There shall be no multi-family dwelling units erected on any Tract. A

Tract may also have no more than two (2) guest houses or additional dwelling units ("ADU"). An ADU shall be a minimum of 500 square feet, but not more than 2000 square feet.

3. A dwelling house shall not be moved onto any Tract. Any dwelling house shall be constructed and erected on site. The relocation or reconstruction of a structure of historic quality and integrity, to be used as an accessory building shall be permitted. Mobile, modular, pre-manufactured and/or industrial built homes shall not be used as a dwelling, nor stored on any Tract. The term dwelling house (for purposes set out in this paragraph) shall include guest quarters.
4. No structure, including hunting blinds and animal feeders, shall be erected or placed on any Tract nearer than one hundred feet (100') from the front or rear property line of any Tract, and no structure, including hunting blinds and animal feeders may be placed nearer than fifty feet (50') from a boundary line that adjoins any other Tract (the "Setback Requirement"). The foregoing Setback Requirement shall not be applicable to any boundary line that is not in common with another Tract. Any hunting blind must be situated to point away from any adjoining Tract. Owners may not shoot across Tract boundary lines.
5. Only maintenance trimming of vegetation is allowed in the Setback Requirement set forth in Paragraph 4. Maintenance trimming means removal of up to 25% of any individual tree or shrub or removal of any dead wood or dead individual tree. This is to preserve the natural buffers on the Tracts. Removal of mesquites and non-hardwood species are allowed on the Tract other than in the Setback Requirement. Owners may not remove hardwoods if they are over four (4) inches in diameter at mean breast height (mbh) unless the tree has died naturally or is determined to be unhealthy by a certified arborist. The exception to this rule is that Owners may remove trees inside the footprint of a primary or additional dwelling unit once construction begins. If construction of the dwelling unit stops for more than three (3) months, an equivalent number of inches of native hardwood trees with minimum four (4) inch mbh must be professionally installed on the Tract as near as practical to the area where trees were removed.
6. Property shall not be used for any commercial purposes, except permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures), and livestock production (except swine). No industrial pursuit or enterprise shall be permitted to be conducted on the Property. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator). Home offices and studios for professional services and consulting business shall be permitted as long as they require no employee or client foot traffic.
7. Abandoned or inoperative equipment, vehicles or junk shall not be permitted, placed or stored on the Property, and all Tracts shall be kept free of trash and litter at all times.
8. Farm and ranch equipment, trailers, recreational vehicles, boats and UTV/ATV equipment must be stored at least 200 feet from all Tract boundary lines, and must be reasonably screened from view.

9. No toxic waste dumping or burying or disposal of any kind shall be allowed that would pollute any stream or body of water, or adversely affect the natural beauty and value of the Property. Garbage or refuse shall not be disposed of, burned, or buried on the Property.
10. There shall be no commercial hunting on the Property. Owners and their family and permittees shall be allowed to bow hunt recreationally on Tracts, but there shall be no hunting permitted with firearms of any kind. Prolonged or consistent discharging of firearms or target practicing shall not be allowed. All hunting must comply with the laws of the State of Texas.
11. No exploration, mining, or quarrying or drilling for oil, gas, phosphate or other minerals of any type or kind shall be permitted, provided however nothing contained herein shall prohibit (A) the exploration or production of minerals in, on or under the Property by horizontal or directional drilling wherein the wells are drilled on other property but enter or bottom under the Property; (B) any seismic testing or other testing to determine the presence of oil, gas, phosphate or other minerals in, on or under the Property; or (C) the pooling or unitization of the minerals in, on or under the Property with property other than the Property.
12. There shall be no short-term rentals or bed and breakfasts located on the Property. A "bed and breakfast", which is known as a tourist lodging service within rooms of the principal residence or in a separate guest house or mother-in-law quarter situated on the Tract, shall not be permitted.
13. No use or improvements as a gun range, trailer park or mobile home park or recreational vehicle park shall be allowed on any Tract.
14. The undersigned reserves unto itself and/or its assigns, an easement for utility purposes, ten (10) feet wide on each side of all Tract lines and public roadways and twenty (20) feet along the entire perimeter (boundary) of the herein described property for the installation and maintenance of electric, telephone and other utility lines and easements for anchor guy combinations wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises for employees of utility companies owning said lines.
15. No solar farms, wind farms or cellular/antenna towers or other types of commercial towers shall be erected or placed upon the Property.
16. Swine nor roosters shall not be kept on any Tract. Other livestock, pets and poultry shall be permitted provided said livestock is kept within the boundaries of said Tract at all times, and provided they are not offensive to adjacent Owners by smell, sight, sound or otherwise. There shall not be any commercial feeding operations or commercial breeding of animals conducted on a Tract. Agricultural animals used for grazing said Tract while simultaneously raising young (e.g. cow/calf operation) for sale in the customary and ordinary course and in reasonable numbers shall not be considered commercial breeding of animals.
17. A maximum of two (2) water wells may be drilled on a Tract. Water wells may only be used for personal, recreational or landscaping purposes. No commercial water harvesting is allowed.
18. No Owner shall use or allow use of Tract or any improvement or structure thereon for any purpose that will be noxious, offensive, or detrimental to adjacent Owners or which will create or emit any

objectionable offensive, or noxious odors, smoke, dust, gasses, fumes, or other such material. No noise shall be permitted to exist or operate upon any portion of the Tract so as to be offensive or detrimental to any other adjacent Owner. Public events are prohibited.

Design Standards:

1. **HEIGHT RESTRICTIONS.** No more than 40% of the HVAC space is permitted on the second floor of a structure. No structure or improvement may be greater than two (2) stories or 30' at its highest point measured from the front entry door floor elevation. Structure foundations should not exceed the average surrounding grade except to ensure proper drainage around improvements. No structure or improvement shall impede a significant view of or across Onion Creek. No exterior radio or TV antenna or dish receiver larger than eighteen inches (18") in diameter shall be erected on the Tract.
2. **EXTERIOR MATERIALS.** All exterior building materials must be brick, stone, stucco, log, hardiplank, cedar, or other natural wood or stone siding. Wood and similar materials must be stained, painted, or treated with a protective coating and be neutral colors. A minimum of 60% of all exterior surfaces of structure or improvements, excluding windows and doors, must be native stone, Texas stone, or a similar naturally occurring stone. Pressed stone, faux stone, cinder block are not acceptable exterior materials. Alternatively, residential structures and other improvements may be high quality hardiboard exterior painted white or similar neutral color if modern farmhouse design. All improvements and structures must reflect modern farmhouse, hill country, or native Texas design influences and be of a color palate that is natural, neutral, and consistent with high quality, tasteful design.
3. **ROOF MATERIALS.** All structures and improvements shall have metal roofs on all first floor/lower roof surfaces. Dark composition, wood, slate or stone flat profile shingle roofs are acceptable as long as appropriate metal roof accents are incorporated in the design. No bright colored roofs will be approved.
4. **SOLAR POWER.** All solar panels shall be installed on the roofs of structures or improvements, or installed horizontally on a low slope roof and screened from adjacent Tracts.
5. **WATER HARVESTING.** Rainwater harvesting is encouraged; holding tanks must be buried or screened by a masonry wall of the same material as the primary dwelling. No rainwater harvesting equipment other than gutters can be visible from public roads or adjacent Tracts.
6. **WELLS/PUMP HOUSES/PROPANE TANKS.** Well/pump houses shall be screened with dense plantings or designed in the same style as the main dwelling. All wells/pump houses shall be screened from adjacent Tracts and public roads. Propane tanks shall either be buried below ground or screened from the view of public roads and adjacent Tracts.
7. **FENCING.** Solid wall fencing, other than those for surrounding a primary structure may, be built to a maximum height of six (6) feet and must be built of the same masonry as on the exterior of the primary dwelling or neatly stacked native stone. In all cases, walls must be consistent with the look and feel of the gated entry and dwellings on the Tract. No high fencing may be installed on a Tract except to protect a garden or animal pen and may not exceed more than one (1) acre in total. Owners may fence Tract boundary lines with cedar split rail with four (4) foot barbed wire

or hog wire. Cedar posts or metal T-posts are acceptable fencing materials. All perimeter fences or interior fences erected on any Tract shall be of new material and professional in appearance and completed in a good and workmanlike manner regarding quality and appearance. All fences, entry split rail and gates must be maintained in a neat, nearly new condition. Neatly maintained hedge screening/fencing is acceptable, and Owners are encouraged to maintain a screen between adjacent properties. Owners must maintain the fencing and entries along Creek Road including stacked stone columns, split rail fence, gates, and lanterns in their original form.

8. **LANDSCAPING.** Owners may use native or typical hill country plant materials; palm trees are prohibited. Owners shall screen foundations on structures and improvements over 12 inches in height using plant materials and planting beds. No inorganic fertilizers, pesticides, or herbicides shall be used on any Tract; however, small hand-held bottles of inorganic weed killer are acceptable. Owners may not conduct aerial spraying or misting. Pools above ground are prohibited.
9. **DRIVEWAYS.** All driveways on Tracts must be gravel, road base, caliche, crushed limestone, concrete, pavers, or similar material. All driveways must have a paver, asphalt or concrete "apron" from a public road to a minimum of fifty feet (50') from the road edge into the Tract. All driveways must be approved by requisite governmental jurisdiction(s).
10. **EXTERIOR LIGHTING.** – All outdoor lighting shall be appropriately shielded, pointed downward and away from adjacent Tracts.
11. **MAILBOXES.** – Owner may erect a single mailbox in a location to be determined by United States Postal Service requirements. All mailbox designs must be consistent with Hill Country, Texas native, or modern farmhouse style, and shall be black steel but may be housed in wood or stone.
12. **SIGNAGE.** No signs or billboards may be erected on a Tract, save and except, if a Tract is actively for sale, a single sign may be placed at the public road/driveway intersection, but may not exceed eight (8) square feet. No other signs of any character are allowed except one conservative address sign or family sign not to exceed eight (8) square feet in size. Address or family signs must be made of metal, stone, or wood and must be in keeping with the character of the Property and improvements. Signs may be lighted at night and must be a minimum of ten feet (10') off of any public road.
13. **UTILITIES.** All permanent utility lines must be run underground on all Tracts and must be contained in conduit except low voltage wiring does not need to be in conduit. Any soil disturbed for utility or line burial shall be returned to native state after completion of the project and in no more than ninety (90) days from initial disturbance
14. **TAX EXEMPTIONS.** Any agricultural or wildlife exemptions that convey upon sale of any property are the sole responsibility of the new owner.

#### General Provisions:

1. **ENFORCEMENT.** Owner and its successors or assigns, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration of Covenants, Conditions and Restrictions. Failure of any Owner to take any

action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Principal, for itself, its successors or assigns, reserves the right to enforce this Declaration, though it may have previously sold and conveyed all Tracts controlled hereby. The reservation by Principal of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Principal shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, conditions or restrictions herein contained.

2. **PARTIAL INVALIDITY.** Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
3. **TERM.** The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Owner of any Tract subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2050, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after December 31, 2050, by an instrument signed by not less than the Owners of seventy-five percent (75%) of the acreage contained with the above described Property. No amendment shall be effective until duly recorded in the Official Property Records of Hays County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained. Until December 31, 2050, the covenants, conditions and restrictions may be amended any time by an instrument signed by the owners of not less than one hundred percent (100%) of the above described Property.
4. **AMENDMENT.** Notwithstanding anything to the contrary, Principal shall have the right at any time, at its sole discretion and without any joinder or consent of any other party to amend this Declaration of Covenants, Conditions and Restrictions for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Principal in its sole judgement. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Hays County, Texas.
5. **WAIVER AND LACHES.** The obligation to abide by the provisions contained in this Declaration of Covenants, Conditions and Restrictions shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Failure of Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED this 13<sup>th</sup> day of January 2021.