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9:40 A.M.

**DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LANDON'S CROSSING SUBDIVISION**

DOROTHY UECKER
COUNTY CLERK, BLANCO COUNTY, TEXAS
By Taren Hamilton Deputy

THIS DECLARATION is made on the date hereinafter set forth by the Landon's Crossing Property Owners' Association, hereinafter referred to as the "Association".

WHEREAS, the Association desires to provide for the preservation of the values and amenities in said community; and to this end, desires to subject said property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Association has deemed it desirable, for the efficient preservation of the values and amenities in said community;

NOW THEREFORE, the Association hereby declares that all of the property located in the subdivision described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

1. "Architectural Control Committee" shall mean the committee created pursuant to Article III of this Declaration.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Property" shall mean and refer to all of Landon's Crossing Subdivision including all of the designated lots therein, a subdivision located in Blanco County, Texas, according to the map of plat of record in Book Volume 1, Slides 228, Plat Records of Blanco County, Texas.
4. "Lot" shall mean and refer to any of the lots shown upon the recorded subdivision map of the Property, including all improvements and easements thereon.

**ARTICLE II
INSURANCE**

1. Insurance by Owners. Each Owner shall be responsible at his own expense and cost for (i) fire and extended coverage insurance (i) on his Lot and any improvements thereon, (ii) on the contents of his own residence, and (iii) on any of this personal property which may be stored elsewhere on the Property.

**ARTICLE III
ARCHITECTURAL CONTROL COMMITTEE**

1. Members. The Architectural Control Committee shall consist of three members designated by a majority vote of the Owners. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant.

2. **Review by Committee.** No improvements of any kind, including, but not limited to residences, accessory buildings, swimming pools, wells, septic systems, mail boxes, driveways, or any other improvement shall be constructed, placed, or maintained upon any Lot until (1) a complete copy of the plans and specifications for the improvement showing (i) the exterior design, height, building material and color scheme of the improvement, and (ii) the location of the improvement plotted horizontally and vertically, (2) a site plan showing the location of all present and planned improvements, including but not limited to, the well, the septic system, the residence, the driveway, the grading plan, and (3) the name of the Builder, have been submitted to and approved in writing by the Architectural Control Committee, and a copy of all such plans and specifications as finally approved, has been deposited with the Architectural Control Committee.

3. **Conformity.** The Architectural Control Committee shall exercise its best judgment to see that the exterior design and location of all improvements, landscaping and alterations of Lots within the Property conform to and harmonize with the surrounding improvements, environment, topography and finished grade evaluations.

4. **Variances from Restrictions.** The Architectural Control Committee shall consider requests for variances from the restrictions contained in this Declaration and shall grant such requests for variances (1) in the Committee finds the requested variances to be desirable from the standpoint of balancing the needs of the applicant with the needs of the other Lot Owners; (2) the requested variances are generally consistent and harmonious with the remainder of the community; and (3) the requested variances do not adversely affect the value of another Lot.

5. **Procedures.** The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after plans or requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.

6. **Written Records.** The Architectural Control Committee shall maintain written records of (1) all applications and requests submitted to it and (2) of all actions taken.

7. **Majority Vote.** A majority vote of the Architectural Control Committee is required for approval of (1) proposed improvements, and (2) requests for variances.

8. **Non-liability.** The Architectural Control Committee shall not be liable in damages to any person submitting requests of approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such requests.

ARTICLE IV RESTRICTIONS ON LOTS

The following restrictions are imposed as a common scheme upon each Lot for the benefit of every other Lot, and may be enforced by any Owner.

1. **Re-subdivision.** Notwithstanding anything to the contrary herein, under no circumstances shall any re-subdivision be approved unless (1) all Lots resulting from such re-subdivision are five (5) acres in size and have adequate access, and (2) adequate utility easements are created. A minimum of one(1) acre may be released by the lien holder on any Lot.

2. **Residential Use.** No part of any Lot shall not be used for any business or commercial purpose. However, a home office incidental to a Lot Owner's business may be maintained within the Owner's residence. For the purpose of the restrictions contained herein, buying, selling and maintaining ranch animals is not considered a business purpose.

3. **Single Family Dwellings.** No more than one single-family dwelling shall be erected on a Lot. Guest houses are allowed limited to 750 square feet and limited to one bathroom. Lot owners may construct the guest house first, but in no case shall the total construction time for building the guest house, main house and garage last longer than 12 months from start of construction. This provision applies to all construction except barns, outbuildings, fences, etc.
4. **Size and Constructions of Residences.** Each permanent residence constructed on a Lot shall have a living area of no less than one thousand eight hundred feet (1,800 square feet) of cooled and heated space exclusive of garages, carports and porches. Two story homes must have at least 1,200 square feet on the bottom floor. Separate garage buildings, storage facilities, servants' quarters and guesthouses shall be of all new material and shall be of equivalent and harmonious construction, design and color to the main residence. All residences must have a minimum of a two car garage either attached or detached. All construction shall have the prior written approval of the Architectural Control Committee. The location and specifications of the septic system shall be expressly approved in writing by the Architectural Control Committee prior to the beginning of the construction of the primary residence.
5. **Masonry requirements.** Each house must have 75% masonry. Log homes are acceptable providing they have a minimum of two thousand (2,000) square feet. Masonry shall mean brick, rock, stone or stucco.
6. **Set-Back.** All improvements, except fences, shall be set back a minimum of 50 feet from the front property line adjacent to the street and 25 feet from the side and rear property lines, except that any barn shall be a minimum of 45 feet from any property line. No improvement shall be placed or permitted to remain in these reserved setback areas. For the purpose of this covenant, eaves, steps, and open porches shall be considered improvements. Within designated easements, no improvements shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities.
7. **Restriction on Trallers and Mobile and Manufactured Homes.** No residence trailers or mobile homes shall be allowed on any Lot. No old houses shall be moved in, and no prefabricated homes or manufactured homes shall be allowed on any Lot. Used lumber may be used for construction only when prior written consent of the Architectural Control Committee is obtained.
8. **Septic Tank Systems.** If a septic-tank soil-absorption sewage-disposal system is installed, such system shall be in accordance with minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and shall be inspected by a duly authorized agent of the Blanco County, if required by local ordinances.
9. **Mail Boxes.** All mail boxes, if ever required, shall be of the same type and exterior of primary residence design and placed in a location approved by the Architectural Control Committee and shall meet the requirements of the postal authorities.
10. **Drainage Structures.** Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.
11. **Recreational Vehicles.** Written approval of the Architectural Control Committee shall be required before any recreational vehicle or camper may be stored or parked on any Lot. (Does not apply to occasional or short-term parking.)

12. **Toxic Substances.** The Architectural Control Committee shall have the right to forbid or impose restrictions on the storage and application of toxic substances, including, but not limited to, herbicides, pesticides, etc., which are or might be unsafe or hazardous to any person, property, or the environment.

13. **Cutting Down of Trees.** Trees which are four inches (4") or larger in diameter shall not be cut down without the prior written consent of the Architectural Control Committee. Cedar trees are exempt from this provision.

14. **Outside Toilets.** No outside toilets shall be permitted on any Lot, with the exception of portable toilets during construction.

15. **Animals.** The following animals may be kept or maintained on any Lot: (1) ordinary household pets, (2) animals for 4-H or Future Farmers purposes as specified in #16 below, (3) one horse for each full acre owned, (4) poultry, including emu birds, provided that the animals are contained in sightly pens or other enclosures approved by the Architectural Control Committee and are maintained in a sanitary and odorless condition; and (5) 1 cow for each full 5 acres owned, provided that fencing of an approved manner is provided. In no case shall there be more than 2 large animals on any 5 acre tract. No swine are allowed, except as specified in paragraph 16. Goats are allowed. Five goats represent one animal unit.

16. **Animals for 4-H or Future Farmers Purposes.** If any member of an Owner's family is under the age of 19 and is a bona fide member of a 4-H Club or the Future Farmers of America, then three animals per each such member (but not in excess of three) shall be permitted for the purposes of raising such animal for competition or as part of a club project, provided, however, that such animal shall be kept in a sightly pen or other enclosure and the lot shall be kept clean and in a sanitary and odorless condition.

17. **Fences.** Each Owner is encouraged to fence their land as soon as possible after purchase. Fences should be maintained and kept in good order.

18. **Nuisance.** No part of any Lot shall be used (1) for the sale, display, or storage of junk, or used automobiles, or (2) for any activity that shall constitute a public or private nuisance. The Owner of any Lot shall not use or allow the use of such Lot or any building or structure thereon for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any zoning or other regulations or laws of Blanco County, the State of Texas, or the United States of America.

19. **Annoyance.** No activity shall be carried on upon any Lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the Property as a residential neighborhood, even though such activity may be in the nature of a hobby and not carried on for profit.

20. **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise therefrom so as to render such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. The Architectural Control Committee may control the location and

type of refuse, garbage, and trash containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any Lot. Material of any kind which is stored on a Lot shall be arranged in an orderly manner, shall be properly covered, and shall be allowed only so long as the Architectural Control Committee in its best and sole judgment deems such storage to be in the best interest of the Property, and not as detriment to the value of it and other property in the section.

21. **Vehicles, Unsightly Articles Screening of Certain Items.** No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining Lots or property or public or private streets. Without limiting the generality of the foregoing, trailers, recreational vehicles, trucks (other than pickups), boats, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except which in actual use, in an enclosed structure or screened from view; and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks, with the exception of water well tanks, shall be kept within an enclosed structure or permanently screened from view. Water well tanks shall match the surrounding environment.

22. **Trucks and Machinery.** No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall be parked on any Lot at any time except temporarily while such vehicles are being used in the construction of improvements on such Lots.

23. **Vehicle Parking on Roads Forbidden.** No vehicles of any type shall be parked upon the roads or rights-of-way within the Property.

24. **Aircraft.** No aircraft other than helicopters shall be launched from or may land on any portion of a Lot. Helicopters shall only be launched from and shall only land on helipads which have been constructed with the prior written approval of the Architectural Control Committee.

25. **Signs.** No signs of any kind shall be displayed for public view on any Lot except (1) one professional sign of not more than twenty-five square feet in area which advertises the Lot or property for sale or rent.

26. **Explosives, Firearms and Fires.** No explosives shall be discharged on any Lot without prior written notification and approval of the Architectural Control Committee. No open fires shall be lighted or permitted on the Property except (a) in a contained barbecue unit while attended and in use for cooking purposes or (b) in a contained and controlled area while attended or (C) within a safe and well-designated interior fireplace. Controlled burning of cedar and brush is permitted if done safely and while attended. County burning restrictions should be followed.

27. **Non-Discrimination.** No action shall at any time be taken by the Architectural Control Committee which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE V MAINTENANCE AND REPAIRS

1. **Maintenance by Owner.** The Owner shall maintain and keep in repair the following: all exterior maintenance upon each Lot including, but not limited to, maintenance of roofs, gutters, and down spouts, if any, exterior building surfaces, fences, trees, shrubs, grass, landscaping, walks, glass surfaces, window and door fixtures, light fixtures, the septic system, and the well including the cutting of grass, brush and weeds in the right-of-way.

An Owner shall not do any act or perform any work which will impair any easement. Nor shall an Owner do any act, perform any work or allow any condition to exist which will adversely affect any other residences or their Owners.

ARTICLE VI EASEMENTS

1. **Construction Easements.** Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

2. **Utility and Emergency Easements.** No sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as approved by the Architectural Control Committee as recorded and amended in the Deed Records. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Architectural Control Committee shall have the right to grant such easement on said Property without conflicting with the terms hereof.

ARTICLE VII GENERAL PROVISIONS

1. **Enforcement.** The Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration; and to recover reasonable attorney's fees and other expenses incurred in such enforcement. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

2. **Conveyances Subject To.** Conveyance of each Lot and tract contained in the Property shall be made subject to each and every valid and existing mineral and/or royalty reservation, right of way, easement condition, exception, restriction and covenant of whatsoever nature of record whether or not the same is expressly stated or contained in a deed or deeds conveying such Lot or tract.

3. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

4. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 2010, after which time they shall be automatically extended for successive periods of ten (10) years unless the record Owners of a majority of the Lots cancel the same, through a duly recorded written instrument. This Declaration may be amended during the term hereof or during any extension period by an instrument signed by the Owners of not less than three-fourths (3/4) of the Lots in the subdivision. To be valid, any such amendment must be recorded.

Executed this 17th day of April, 2001.

LONDON'S CROSSING SUBDIVISION:

By: Bill Noonan
Bill Noonan, President
Landon's Crossing Property Owners' Association

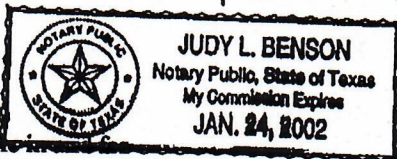
ARCHITECTURAL CONTROL COMMITTEE :

Jo Ann Sayre
Eleanor Mantooth

STATE OF TEXAS

COUNTY OF BLANCO

This instrument was acknowledged before me on the 17th day of April, 2001
by Bill Noonan, Jo Ann Sayre and Eleanor Mantooth.



(Notary seal)
Notary Public in and for
the State of Texas, Blanco County

Notary:

Judy L. Benson Judy L. Benson My Commission Expires: Jan. 24, 2002.
(Printed Name of Notary)

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

APR 19 2001



Dorothy Uecker
COUNTY CLERK
BLANCO COUNTY, TEXAS