**ARTICLE I**

**Definitions**

**Section 1**. "Properties" shall mean and refer to THE TAYLOR RIDGE ESTATES, as shown by the plat thereof recorded in the Map or Plat Records of Taylor County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

**Section 2**. ‘‘Lot" and/or ‘‘Lots" shall mean and refer to the lots shown upon the Subdivision Plats.

**ARTICLE II**

**Reservations, Exceptions and Dedications**

**Section 1**. The Subdivision Plats dedicate for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plats further establish certain restrictions applicable to the Properties including without limitation, certain minimum setback lines.

**Section 2**. Any fences constructed in any easement area that would block entrance (access) to any main electric line or tap electric line, gas line or to any water line would require a gate or gap of 12 feet minimum width installed by the lot owner to allow access to the easement. No trees shall be planted and no buildings shall be constructed in any easement area.

**Section 3**. Neither Developer nor any utility company serving the subdivision and using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers, or other property of the Owner situated on the land covered by said easements.

**Section 4.** All lot owners must provide neighboring lots access and allow utility easements across their lot for any needed utilities. Under no circumstances, are lot owners to allow utility easements from their lot, to property outside of the Taylor Ridge Estates subdivision.

**ARTICLE III**

**Use Restrictions**

**Section 1. Land Uses and Building Type**.

No structure shall be erected, altered, placed or permitted to remain on any lots other than one…single-family dwelling not to exceed two (2) stories in height (excluding a basement), and a detached or attached garage or carport. (Prefabricated homes, and modular homes are prohibited.) In addition to the primary residence, either one garage apartment may be constructed above the garage or carport as described above, or one guest house may be constructed on the lot.

After the construction of a residence, there also may be constructed greenhouses, barns, shop buildings and other outbuildings.

No mobile home or manufactured home may be placed on or used on any lot.

Commercial enterprises are prohibited.

**Section 2. Dwelling size**. Any single-story residence on any lot must have floor area of the main residential structure of not less than 1200 square feet.

**Section 3. Type of Construction Materials**. All structures must be constructed with new materials, except that used brick, stone, wooden beams, doors, and the like may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the subdivision. All structures must be constructed on a concrete slab except pole barns.

**Section 4. Lot lines/setbacks**.

No dwelling or structure shall be located closer than 75 feet to the lot line facing any road and no closer than 50 feet from the back and side lot lines.

**Section 5. Minimum Lot Area**. No lot shall be further subdivided….

**Section 6. Temporary Structures and temporary occupancy**.

No travel trailer, motor home, tent, garage, barn, outbuilding or structure shall be occupied as a temporary residence, unless occupied during the 18 month construction period, and construction is underway.

**Section 7. Fences**. All fences must be constructed with new materials.

**Section 8. Driveways**. Driveways may be constructed of gravel, caliche, limestone, asphalt or concrete.

**Section 9. Completion of Construction**. Exterior construction of a dwelling shall be completed within 18 months.

**Section 10. Storage, Garbage, Refuse, and Prohibited Items**.

No Lot shall be used or maintained as a dumping ground for rubbish. Keep your lot free of refuse and junk.

No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.

**ARTICLE IV**

**General Provisions**

**Section 1. Animals**. The following animals may be raised or kept on the property:

1. Show animals, livestock, and or hobby animals, reasonable in number may be kept on the property.

In no case shall any commercial feed lot operations be allowed.

**Section 2. Sewage Treatment**. No outside toilet will be permitted. No sanitary sewage disposal system shall be installed on any lot until a permit is issued by the County.

**Section 3. Covenants Running with the Land**. All of the restrictions, covenants and easements herein provided for and adopted apply to each and every Lot, and shall be covenants running with the land. The Owner of any Lot shall have the right to either prevent a breach of any such restriction or covenant or to enforce the performance thereof.

**Section 4. Nuisances**. No noxious or offensive activity shall be carried on upon the above described property, nor shall any act be performed thereon which shall or may become an annoyance or nuisance to other owners of tracts in the above referenced property.

**Section 5. Partial Invalidity**. Invalidation of any covenant or restriction (by Court Judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

**Section 6. Duration.** These restrictions will be in full force and effect for a period of twenty-five (25) years from January 1, 2019, and shall continue from year to year thereafter until such time as 75% of the affected property owners shall vote to discontinue or amend these restrictions.

**Section 7. Enforcement.** Any violation of these restrictions may be enforced by Grantor or any Affected Property Owner or Owners. Available relief shall include, but not be limited to, injunctive relief in the District Court of Taylor County, Texas. The prevailing party in any legal proceedings brought to enforce these restrictions shall be entitled to recover attorney’s fees and costs of court.

The Developer (The Project Group Consulting, LLC) will not be responsible for the following after sale of the property has taken place: Enforcement of these Restrictions, Road or Property Maintenance, or Resolution of disputes between property owners.