

Declaration of
Covenants, Conditions and Restrictions

The State of Texas

Know All By These Presents

County of Lampasas

This declaration of covenants conditions and restrictions (the declaration) is made on the date hereafter set forth by Hersman Partners LTD, a Texas limited partnership (declarant).

Recitals

- A. Declarant is the sole owner of certain real property located in Lampasas County, Texas, being approximately 81.55 acres described by meets and bounds in the attached exhibit A (referred to herein as the property)
- B. Declarant desires to convey the property subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth.
- C. Declarant desires to create and carry out a uniform plan for the division, improvement, development, and sale of the property for the benefit of the present and future owners of the property.

Now, therefore, it is hereby declared; [i] that all of the property shall be held, sold, conveyed, and occupied subject to the following, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the property, and which shall run with the property and shall be binding on all parties having any title, right, or interest in or to the property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

Article 1

Definitions

1.01 Declarant. Declarant means Hersman Partners LTD, a Texas limited partnership, its duly authorized representatives, or their respective successors or assigns; provided that any assignment of the rights of the deck current must be expressly set forth in writing and the mere conveyance of a portion of the property without written assignment of the rights of the declarant shall not be sufficient to constitute an assignment of the rights of the deck current hereunder.

1.02 Declaration. Declaration means this instrument as may be amended from time to time.

1.05 Improvement. Improvement means every structure and all appurtenances thereto of every type and kind, including but not limited to, dwellings, buildings, outbuildings, barns, garages, storage buildings, modular homes, buildings, parking areas, drives, loading docks, fences, gates, screening walls, retaining walls, stairs, decks, patios, landscaping, planted trees and shrubs, poles, bollards, signs, exterior lighting equipment, exterior air-conditioning equipment, exterior water softening fixtures or similar equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, and tennis, towers, satellite dishes, and all facilities used in connection with water, sewer, on-site storage disposal, gas, electric, telephone, television, or other utilities

1.03 tract. Tract or tracts means any unique parcel or parcels of land within the property that are created through the surveying, platting, or sale of some or all of the property by the declarant

1.7 owner. Owner or owners means the person's entity or entities, including declarant, holding a fee simple interest in any portion of the property

1.8 person. Person or persons means any individual[s], entity or entities having the legal right to hold title to real property.

1.9 restrictions. The restrictions mean this declaration, as may be amended from time to time.

Article II

Annexation of additional property

Declarant may add or annex additional real property to the scheme of this declaration by filing of record a supplementary declaration of covenants, conditions and restrictions which shall extend the scheme of this declaration to such property; provided, however, that such supplementary declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this declaration as may be necessary to reflect the different character, if any of the added properties and are not inconsistent with this declaration

Article III

General restrictions

3.1 permitted uses. The use of the property shall be restricted as follows;

- a. Except as otherwise expressly provided in this declaration, the tracks within the property may be used for any lawful residential or agricultural use. All dwellings on each tract shall be erected on a new slab or pier and beam foundation (site built). The building must include a minimum of 1000 ft.² of living space or conditioned space. This also assumes that each parcel of land provides a total contiguous area of a minimum of 27 acres. Travel trailers and

RVs may be stored or used as a camp house during construction, but may not be used as a permanent residence travel trailers and RVs may also be used for a period of up to one year until her residence is constructed. After said residence is constructed on any tract, all boats travel trailers and RVs must be stored behind the residence and screened from view of neighboring properties.

- b. A tract may be used for a mixture of residential and commercial purposes, so long as any commercial use meets the following criteria; (a) no exterior sign of the activity is present, (B) no additional traffic is created as a result of said activity, and (c) no toxic substances are stored on the property. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b), and (c). This restriction is waived in regard to any non-feedlot agricultural use, and in regard to any customary sales activity used to sell the tracts.
- c. Notwithstanding any of the foregoing, no tract nor any part of the property shall be used for (i) upon shop; [ii] any sexually oriented business or pornographic business, such as but not limited to, X-rated movie, video or book sales, theater or rental facility, nude modeling studio, massage parlor, lounge club featuring dude or seminude entertainers or escort service; [iii] any junkyard, salvage yard or storage facility for abandoned vehicles, abandoned boats or aircraft or vehicle parts; [iv] solid waste disposal sites, sanitary landfills, or dumping in consideration of garbage or refuse of any nature; [v] the smelting of iron, 10, zinc or other or; [vi] any mineral refining facility or operations; [vii] slaughterhouse; [viii] a kennel; or [ix] a feedlot operation or any other confined animal feeding operation. Mining, quarrying or the removal of soil, rocks, stones, sand, gravel, or any other aggregate material or non-carbon-based minerals is excluded. The construction or rental of storage enclosures, RV and travel trailer spaces, or other trailer storage yards is prohibited

3.2 rubbish and debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property, and no holders shall be permitted to arise there from so as to render the property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Each owner shall contract with an independent disposal service to collect all garbage and other wastes, if such services not provided by a governmental entity

3.3 setback requirements. No building shall be located closer than 100 feet from a tract boundary line.

3.4 reserved easements. All dedications, limitations, restrictions, and reservations and all grants or dedication of easements, rights-of-way, restrictions, and related rights made prior to the property becoming subject to this declaration are incorporated herein by reference and made a part of this declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of declarant conveying any portion of the property. Each tract of land from the property sell be subject to a utility may easement measuring 25 feet (twenty five] in with across the front and rear of the property and 15 feet [fifteen feet] in width along the sides of each tract. The utility easement shall be used for the construction, maintenance, and repair of

utilities, including but not limited to; electrical systems, cable, water, gas and other utilities. Declarant reserves the right to make changes in and additions to set easements and for the purpose of most efficiency and economically developing the property

3.5 subdividing. No track shall be further divided or subdivided by the owner thereof, other than the declarant for the term of this declaration as noted in article IV, 4.1. When the declarant is the owner of a tract, the declarant may divide or subdivide such tracks without the approval of any other owner, provided it is done in accordance with all applicable laws

3.6 compliance with restrictions. Each owner, his or her family, and occupants of a tract, tenants, and the employees, guests, invitees, and licensees of the proceeding shall comply strictly with the provisions of these restrictions as a saint may be amended from time to time. Failure to comply with any of these restrictions shall construe a violation of this declaration, and shall give rise to a cause of action to recover sums due for curing the same, fines levied by the declarant, actual and consequential damages. And injunctive relief, or combination thereof. These restrictions may be enforced by any owner or declarant, provided, however, only the declarant shall have the right to levy a fine for the violation of these restrictions. Each owner is strictly liable for the noncompliance of his or her family, occupants of a tract, employees, tenants, and the guests, invitees, and licensees of the proceeding. To aid in the prevention of noncompliance, each owner shall[a] provide to his or her tenants, who shall sign a receipt for the same, a copy of these restrictions and[b] provide in each lease of a tract, which Lee shall be in writing, that a violation of these restrictions that is not cured within seven days[7] days of the first notice sent by the owner or declarant shall constitute a breach of the lease. Each owner, by acceptance of a deed to attract, hereby irrevocably appoints the declarant, as such owner's attorney in fact to terminate the right of occupancy under this lease and evict any tenant or other occupant, not a part of the owners family living with the owner on the tract, in the event of an uncured violation. Such attorney in fact shall have the right, but not the duty, to bring such eviction proceeding. The cost of curing any violation of these restrictions, any fine levied by the declarant, and any attorney's fees, court costs, expenses of litigation, if incurred by the declarant, whether the matter proceeds to assume it or not, shall be an assignment against the owner and shall be secured by a lien against the tract therefore.

3.7 no warranty of enforceability. While the declarant has no reason to believe that any of the restrictive covenants or any terms or provisions contained in this article or elsewhere in this declaration are or may be invalid or unenforceable for any reason or to any extent, the declarant makes no warranty or representation as to the present or future of validity or enforceability of any such restrictive covenants, terms, or provisions. Any owner requiring a tract in reliance on one or more of such restrictive covenants, terms, or provision shall assume all the risks of the validity and enforceability thereof and, by acquiring the track, agrees to hold the declarant harmless therefrom.

ArticleIV

Miscellaneous

4.1 term. This declaration, including all the covenants, conditions, and restrictions there of, shall run until March 31, 2039 unless amended or terminated as herein provided. After March 31, 2039, this declaration including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of [10] ten years each, unless amended or terminated as set forth in section 4.02 below.

4.2 amendment/termination. For so long as the declarant owns any part of the property, this declaration may be amended by the recording in the official public records of Lampasas County, Texas of an instrument executed and acknowledged by the declarant, setting forth the amendment. Any amendments made solely by the declarant shall only apply to the tracks that have not been sold and are owned by the declarant. Thereafter, this declaration may be amended or terminated by the recording in the official public records of Lampasas County, Texas of an instrument executed and acknowledged by the owners of at least seventy-five[75%] of the property.

4.3 notices any notice permitted or required to be given by this declaration shall be in writing and may be delivered either by certified mail, return receipt requested, or personally delivered in a written receipt received therefor. If delivery is made by certified mail, it shall be deemed to have been delivered the date on which it was received by the person to whom such notice was addressed. Such addresses may be changed from time to time by notice in writing given by such person to the declarant.

4.4 interpretation. The provisions of this declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the property and of promoting and effectuating the fundamental concepts of the property set forth in this declaration. This declaration shall be construed and governed under the laws of the state of Texas.

4.5 exemption of declarant. The declarant shall be subject to the control of the jurisdiction of this declaration. This declaration shall not prevent or limit the right of the declarant to excavate and grade, to construct any and altered drainage patterns and facilities, to construct any and all other types of improvements, and to post signs incidental to construction and sales anywhere within the property that has not been sold and is still owned by the declarant.

4.6 assignment of declarant. Notwithstanding any provision in this declaration to the contrary, declarant may assign in whole or in part, any of its privileges, exemptions, rights, and duties under this declaration to any other person and may permit the participation, in whole or in part, by any other person in any of its privilege exempts his rights or duties hereunder.

4.7 enforcement in nonwaiver except as otherwise provided herein, any owner and declarant shall have the right to enforce all of the provisions of these restrictions, such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any provision of these restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions. The declarant shall have the right, when appropriate in its judgment, to claim or impose a lien upon any tract or improvement constructed here on in order to enforce any right or affect compliance with this declaration.

4.8 construction. The provisions of these restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine **and neuter**. **All captions and titles used in this declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.**

In witness whereof, declarant is executed this declaration on ----- 2019

Declarant:

Hersman Partners,LTD

a Texas limited partnership

By: -----

Jake Hersman: partner

State of Texas

County of Lampasas

**This instrument was acknowledged before me on----- 2019, by George Jacob
Hersman, [Jake] limited partner of Hersman Partners LTD**

Notary Public, State of Texas