

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR SILVERDALE RANCHES**

THE STATE OF TEXAS     §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HAYS         §

This Declaration of Covenants and Restrictions for Silverdale Ranch (this "Declaration") is made to be effective as of the day it is recorded with the County Clerk of Hays County, Texas, by Streamline Real Estate LLC, a Texas limited partnership located at 12716 Fitzhugh Rd, Austin, Texas 78736 ("Declarant").

WHEREAS, Declarant is the owner of 68.45 acres of land, more or less, out of the \_\_\_\_\_ Survey, Abstract \_\_\_, Hays County, Texas described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property"); and

WHEREAS, Streamline is subdividing the Property into four separate tracts (each a "Tract") which consist of a 16.43 acre tract, a 16.64 acre tract, a 16.33 acre tract, and a 19.05 acre tract as shown on Exhibit A; and

WHEREAS, in order to provide for the orderly development of the Property, provide certainty in living conditions, protect the value and desirability of the Property, and to provide a procedure to extend the term of, modify or terminate limitations on the use and development of the Property, Declarant hereby declares that after the effective date, the Property shall be held, sold, conveyed, occupied and used subject to the following restrictions, covenants and conditions ("Covenants"). These Covenants shall be covenants running with the land and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. 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 regardless of whether or not the same are set out or referred to in said contract or deed.

1. Use of the Property: Each Tract may be used only for single family residences including personal commercial purposes. Personal commercial purposes means the owner of the Tract working from home for the owner's off site employer or the owner operating the owner's own business that does not include or involve more than one client or customer- per day coming to the Tract, or the owner shipping items from the Tract in a way that results in more than one parcel carrier such as UPS coming to the Tract in any 24 hour period to pick up or drop off parcels being shipped by the Owner of the Tract. Subject to governmental and any other legal restrictions, This Declaration allows for the rental of any single-family residence.

2. Construction: New residential construction must have no less than 1,700 square feet of air conditioned living area, unless such air conditioned area is contained within a barndominium, in which case the minimum shall be 750 square feet of air conditioned living area. No more than three single family residences may be constructed on any Tract. A single family residence may include appurtenant barns, pump houses, storage buildings or workshops used solely for hobby or recreational purposes. No structures or other improvements may be constructed on the Easement. No structures or other improvements may be constructed or placed on that part of the 16.43 acre Tract located between Hays County Road No. 220, also known as Mount Sharp Road, and the creek crossing the 16.43 acre Tract.

3. Re-subdivision: No Tract shall be subdivided.

4. Shared Access Road: Ownership of each Tract is subject to the terms of that certain Private Road and Utility Easement Dedication Easement Maintenance Agreement dated \_\_\_\_\_ executed by Declarant recorded as File No. \_\_\_\_\_, Official Public Records, Hays County, Texas, which provides for an easement for utilities, ingress and egress to and from the Property and for the maintenance of such easement, a gate and mailboxes relating to the Property (the "Easement").

5. Livestock and Pets: Dogs, cats or other household pets may be kept and bred on any Tract so long as they are not kept in a manner that causes nuisance to owners of other Tracts. Small numbers of poultry, horses, cattle, rabbits or other like animals may be kept on any Tract so long as they are not excluded below, and so long as they are not kept in a manner that causes a nuisance to owners of other Tracts. Up to 2 livestock animals such as horses and cattle per five acres may be kept on each Tract. Any pen, corral, hutch, structure or enclosure of any kind must be neat and clean in appearance.

6. Fences: All fencing shall be of a type of material that will not detract from the appearance of the Property. Privacy fences may not be constructed of cedar or treated pickets or metal panels unless the parties owning property on both sides of the fence agree in writing. All

fencing must be of metal piping, cedar stays, masonry, wire panels, horse wire and/or barbed wire.

7. Set Back Requirements: Except for fences, no building, structure or other improvement of any type, including feeders and deer blinds, shall be located on any Tract closer than Fifty feet (50') to any adjacent property lines (other than property lines for tracts outside of Silverdale Ranch) and One Hundred Twenty-Five Feet (125') from Silverdale Rd. Notwithstanding the forgoing, any residence (to include a barndominium) shall be at least One Hundred Feet (100') from any Silverdale Ranch property line.

8. Mobile Homes: No mobile homes, manufactured housing or other structures which are not constructed on site shall be placed, erected or to be permitted to remain on any Tract. Recreational RV trailers for personal use may be kept on a Tract as long as they are kept of sight of roads but shall not house permanent residents.

9. Sewage: Sewage systems for all facilities constructed on each Tract shall be permitted and approved by the State of Texas and/or the Hays Health Department, whichever has jurisdiction.

10. Water Wells: No more than one water well may be drilled on any Tract. Water for all facilities constructed on each Tract shall be permitted and approved by the State of Texas and/or the Hays Health Department, whichever has jurisdiction.

11. Repair and Upkeep: All residences, barns, sheds and other buildings must be kept in a good state of repair and must be maintained as necessary to preserve the attractiveness thereof.

12. Drainage: Drainage structures under private driveway shall have a net drainage opening area sufficient in size to permit the free flow of water without backwater. Such structures, where needed, are to be installed at the expense of the owner of the private driveway. Natural drainage shall not be disturbed so as to cause the backing up of water or accumulation of water on adjoining tracts or any roadway or easements.

13. Storage of Trash and Weeds: Outside, unenclosed storage of any nature shall not be allowed on any of the Property, nor shall any rubbish, debris or junk be allowed to be placed or remain on any of the Property. Trash, garbage or other wastes shall not be permitted on the Property except in sanitary containers no larger than 8 cubic yards. Incinerators, cans or other equipment for the storage or disposal of such materials shall not be readily visible from any adjoining property or from adjoining roads except during actual construction of improvements on

the Property. All burning of trash, rubbish, plant or other material shall be done in accordance with Hays County rules and regulations.

14. Lighting: All lighting and exterior lighting shall follow the then current Dripping Springs Ordinance (Dark Sky Association) as amended or any successor ordinance which is currently set out at <http://www.cityofdrippingsprings.com/page/city.generallighting>.

15. Noise and Firearms: Any activity that causes persistent noise levels higher than 75 decibels at a Tract line is not allowed. This restriction shall not be interpreted to prohibit private hunting or target practice with firearms. No Tract may be leased for hunting or used for public target practice or commercial firearm training. In keeping with Texas State laws, firearms shall not be fired across Tract property lines.

16. Specifically Prohibited Uses: The following uses are specifically prohibited and are not allowed on any tract: RV parks, flea markets, concrete plants, laborer pick-up areas, junkyards, selling or exhibiting pornographic material, residential apartment buildings or duplexes or signs that indicate a commercial or non-residential use. A single sign identifying the owner of the Tract or signs required for 911 identification of the location of the Tract or owner are allowed.

17. Building Height Limits: No buildings taller than 30 feet are allowed.

18. Amendments: These Covenants may be amended or terminated at any time by written agreement entered into by the then owners of at least two thirds on an acreage basis of the 68.45 Acres. Any such amendment shall be effective upon its filing in the office of the County Clerk of Hays County, Texas.

19. Enforcement: These Covenants may be interpreted and/or enforced only by way of a lawsuit in the District Court of Hays County, Texas. No such suit may be filed until the party or parties seeking the interpretation or alleging a violation and the alleged violator have participated in good faith in mediation conducted by a professional mediator selected by agreement of the parties to the dispute. If the alleged violator refuses to participate in mediation or to the selection of a mediator for more than 30 days after being requested to do so in writing delivered either in person or by certified mail, return receipt requested (such mail shall be conclusively be deemed to have been received 5 days after it was mailed if the mailing party retains a copy of the correctly addressed notice with the correct postage affixed), the party sending the notice may then file suit to resolve the matter. The party alleging the violation of these restrictions must pay all of the cost of the mediator.

20. Invalidation: If any of the foregoing covenants, conditions and restrictions shall be invalidated by any judgment or other court order, the remaining covenants, conditions and restrictions shall not be affected thereby and they shall remain in full force and effect.

21. Oil, Gas, Mineral Extraction: No activities for the extraction of oil, gas or other minerals may be conducted on the surface of any of the Property without the express written consent of all Property owners. This provision does not prohibit the extraction of oil, gas or other minerals by horizontal drilling from surface locations not located on any of the Property.

22. Water: No water, whether collected by rain, creek or well, shall be collected and transported off the Property.

23. Creek: No Property owner shall have the right to dam the existing creek without permission of all impacted Silverdale Ranch Property owners (whose Tracts touch the creek) and without all required governmental approvals.

24. PLACEHOLDER: To add info about the wildlife program.

24. Execution, Binding Effect: This Declaration applies only to the Property and shall have no effect on the validity or enforceability of any restrictions that may burden any other land of which the Property may have once been a part. **THIS AGREEMENT IS EXECUTED BY THE UNDERSIGN SOLELY TO CLARIFY WHAT, IF ANY, COVENANTS ARE APPLICABLE TO THE PROPERTY ONLY AND THE MANNER IN WHICH ANY APPLICABLE RESTRICTIONS MAY BE ENFORCED. EXECUTION OF THIS AGREEMENT BY DECLARANT SHALL NOT BE CONSTRUED AS AN ADMISSION OR ACKNOWLEDGMENT THAT ANY SIMILAR RESTRICTIONS IMPOSED ON ANY OF THE PROPERTY IN ANY DEED OR OTHER DOCUMENT ARE PRESENTLY VALID AND ENFORCEABLE.**

Executed effective as of the date filed for record in the office of the County Clerk of Hays County, Texas.

**STREAMLINE REAL ESTATE LLC,  
a Texas limited liability company**

By: \_\_\_\_\_  
William R. Huband, Member

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David C. Bremer, Member

Date: \_\_\_\_\_

## ACKNOWLEDGMENTS

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, 2020, by William R. Huband, a member of Streamline Real Estate LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, 2020, by David C. Bremer, a member of Streamline Real Estate LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

After recording, return to:

Walter J. Batla  
Dodd & Batla, P.C.  
3811 Bee Caves Road, Suite 105  
Westlake Hills Texas 78737

**EXHIBIT "A"**

(field notes and plat of 68.45 acres)