

**NOTE: THESE RESTRICTIONS MAY BE AFFECTED BY STATE LAW, INCLUDING BUT NOT LIMITED TO TEX. PROP. CODE CH. 201 ET. SEQ. AS IN EFFECT FROM TIME TO TIME. REVIEW CURRENT LAW BEFORE APPLYING THESE RESTRICTIONS.**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**STATE OF TEXAS            )  
  )  
COUNTIES OF FRIO AND MEDINA)**

THIS DECLARATION OF RESTRICTIONS is made effective as of the date of recording in the real property records of FRIO and MEDINA COUNTIES, TEXAS (the “Effective Date”) by Nockenut Woods, LLC (the “Declarant”).

WHEREAS, at the time of recordation of these Declaration of Covenants and Restrictions, Declarant owns all that certain real property lying and being situated in Frio and Medina Counties, Texas, described as follows (the “Property”):

112.873 acres of land, more or less, out of the Peter Weber Survey No. 57, Abstract No. 666 (Frio County), Abstract No. 1961 (Medina County), P. Weber, original grantee, being 98.376 acres in Frio County and 14.497 acres in Medina County, being the same property described in Deed to Constance Fraley Pawelka and Paul Pawelka from Constance Fraley Pawelka and Paul Pawelka, Co-Independent Executors of The Estate of Mary Ann Roche, deceased, dated June 22, 2016 and recorded in Volume 206, Page 139, Official Public Records, Frio County, Texas, and being more particularly described on the attached Exhibit A.

WHEREAS, the Declarant purchased the Property with the intention of dividing it into tracts of land for sale to third parties;

WHEREAS, the Declarant, for the benefit of current and subsequent owners of the Property or portions thereof, desires to make certain restrictions, protective covenants, conditions and charges as set forth herein;

NOW, THEREFORE, Declarant, in order to protect the value and desirability of the Property, hereby DECLARES that said Property shall be held, sold, and conveyed subject to the following RESTRICTIONS, COVENANTS, AND CONDITIONS which shall run with the land and shall be binding on all parties having a right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and any deed or deed of trust which may hereafter be executed, delivered and accepted shall be subject to the terms and conditions contained in this Declaration, regardless of whether or not such terms and conditions are specifically set out in said contract.

## ARTICLE I

### Definitions

1. "Residential Use" shall mean single-family detached dwellings.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property excluding, however, those having any interest therein merely as security for the performance of an obligation.
3. "Tract" and/or "Tracts" shall refer to any portion of the Property, as owned by an Owner. Tracts will be defined and sold by metes and bounds description.
4. "Mobile Home" shall mean and refer to: (1) a HUD-code manufactured home as defined in the Texas Manufactured Housing Act, Chapter 1201 Of the Texas Occupations Code; or (2) a ready-built home constructed prior to June 14, 1976 and at a temporary location in a manner in which the entire living area is contained in a single unit for the purpose of selling and moving to another location.
5. "Modular Buildings" shall mean and refer to a structure that is constructed in one or more modules or constructed using one of more modular component and built at a location other than the permanent site, and/or erected or installed on a permanent foundation system.
6. "Front of the Tract" shall mean the tract's boundary line adjacent to and contiguous with Texas State Highway 173 and Medina County Road 7718.
7. "RV" or Recreational Vehicle shall mean a van, travel trailer or motor home equipped with such things as beds and cooking equipment so that people can live in it temporarily, usually while on vacation.

## ARTICLE II

### Restrictions

1. Tracts shall be used only for Residential Use.
2. Single family residences may be constructed on Tracts. Commercial or retail development and multi-family housing such as duplexes, condominiums and apartments, are strictly prohibited.
3. On any one of the original ten tracts, two homes, a primary residence and a guest home may be built, both owned by the property owner. One home must have at least 1,400 sq. ft. of living area, or 1,600 sq. ft of living area if it is a two-story home. If the primary residence is a two-story home, the ground floor must have at least 1,000 sq. feet of living area. A second home, or guest house is permitted provided that it is constructed with building materials approved for the main dwelling and the size of the guest house is a minimum of 800 square feet. Barn-dominiums are permitted as a primary and secondary residence. Such guest house may be lived in by the owner during the 12-month construction period of the main dwelling as provided for in Item 21 below.
4. All structures must be built on-site. No mobile, tiny, modular, pre-manufactured and/or industrial-built home shall be used as a dwelling located or stored on any Tract.

5. All structures must: (1) be constructed with new materials, except that used or aged brick, stone, wooden beams, doors, and the like may be used for architectural design and aesthetics if such use is appropriate for the structure and does not detract from the appearance of the structure; and, (2) corrugated sheet metal (as in barn-dominium) with Hardie plank or, as a secondary siding option, cedar on the exterior walls. Roofs shall be constructed of 30 year or better composition shingle, tile, slate, metal standing seam or other approved roofing material.
6. Decks, patios, arbors, trellises, sunshades, gazebos, patio covers and similar structures are permitted, as long as they conform to the building and materials requirements provided by these Declarations and do not extend into any easements or building setback requirements.
7. No more than two permanent metal, rock, and/or Hardie Plank barn, storage building, or workshop shall be allowed. Such two buildings shall be no larger than 3,000 square feet; or, one storage building of no more than 6,000 square feet. The front line of the storage building must be built behind the back line of the location of the main dwelling and away from S.H. 173 or Medina County Road 7718 and not in front of the main dwelling. Not including barn-dominiums, living quarters of storage buildings may be part of the building to be lived in for no more than 12 months while the main residence is being constructed; however, it shall not be lived in as a permanent residence.
8. No water wells shall be drilled on any Tract and no sanitary sewage disposal system shall be installed on any Tract until all required permits from any regulatory agencies have been obtained. No structure shall be occupied until water service is connected and an approved private sewage system is installed. On-site sewage facility (septic system) is required.
9. No more than four Domestic Livestock Animal Units are allowed per every 10 acres of the tract. "Domestic Livestock Animal Units" refers to the category and number of domestic livestock animal units identified in the Animal Unit Equivalent Chart promulgated by the National Resources Conservation Service and found at: [https://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs144p2\\_002433.pdf](https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_002433.pdf). No swine shall be raised, bred, or kept on any tract except where the animal is to be kept as a 4-H or FFA project. A maximum of four (4) head may be kept for such projects. No more than 12 grown chickens are allowed on any tract.
10. No more than six household pets may be kept outside. Puppies and kittens are not counted in this total until they are weaned from their mother. Animals must not be permitted to run at large, but must be confined to the Owner's lot or controlled by a restraint device.
11. The discharge of any explosives, or a repetitive noise such as a gun range which is audible from an adjacent tract is prohibited on the Property. Any use or activity that results in a nuisance or annoyance to adjoining Tracts or Owners of any portion of the Property such as, without limitation, any use that omits obnoxious or offensive noises or odors is prohibited. Hunting is permitted by archery only. No hunting with firearms is allowed.
12. Motor vehicles that are disabled or mechanically inoperable on a public street may not be stored or parked on any Tract, except for repairs or restoration, provided that such vehicles must be stored behind the back line of the main dwelling. RVs or Recreational Vehicles not

used for temporary housing while an owner's home is being constructed may also be stored on the property; but, must be stored behind the back line of the main dwelling.

13. All vehicles parked on the Property must have current inspection and license registration. One medium or heavy-duty commercial-type truck or trailer, including 18-wheel tractor-trailer rig, may be parked on the Property provided the vehicle is 500 feet off of the main access road. An exception would be for construction and/or repair equipment while a Tract is being built upon or repaired in the immediate vicinity and provided that such commercial-type vehicle is parked for no more than 48 hours.
14. Setback Requirements. No structure or improvement, except fences, may be located within 150 feet of the Front of the Tract or 30 feet of any side or rear property line.
15. No driveway shall be constructed on any Tract until all required permits from applicable governmental entities and regulatory agencies have been obtained, if required. All entrance gates shall be inset a minimum of 40 feet from the right-of-way of SH 173 and Medina CR 7718.
16. The first 100 feet of all driveways must be constructed of packed gravel base, asphalt, combo chip seal, two-course chip and seal asphalt paving, concrete, or crushed granite.
17. Border walls and fencing extending along any portion of the Property (individual tracts, or combination of tracts) shall be constructed of the following materials: three or four board vinyl, or wood fencing; wrought iron; metal pipe with top rail; masonry or masonry veneer; or cedar posts. T-Posts and barbed wire, or net wire fencing shall be allowed along the frontage of S.H. 173 and Medina CR 7718. Perimeter and cross fencing not fronting S.H. 173 and south of Medina C.R. 7718 may include cedar posts, metal pipe, and T-Posts with barbed wire, net straight wire, livestock panel, rolled wire or some combination thereof.
18. No Tract shall be used or maintained as a landfill, bury pit, or dumping ground. Trash, garbage, rubbish, or other waste shall not be kept on the Property, except in sanitary containers.
19. No Tract shall be used for the open storage of any materials visible from the road or neighboring Tracts, except that any new building materials used in the construction of improvements erected upon any Tract may be placed upon such Tract at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements. Promptly following completion of improvements, such building materials shall either be removed from the Tract or stored in a suitable enclosure on the Tract.
20. All buildings and structures constructed on a Tract shall be completed within 12 months from the date the foundation is poured, or materials are stored on the Tract (whichever is earlier). All construction must be performed by an experienced, competent general contractor.

21. All mining activity (including, but not limited to stone, gravel, sand, caliche) and exploration of any type which will damage the surface is prohibited. Road material including gravel or caliche used to construct roads on the Property may be mined and used on the Property and utilized, provided that, once construction of the road is complete, the removal site shall be restored as much as possible to its original condition.
22. Signage and symbols used to for marketing are prohibited except in the case of a resale of the property in which one "For Sale" sign no larger than 24" X 24" is allowed.
23. Tracts may not be subdivided. An owner of multiple Tracts may sell any of their owned, individual Tract so long as the conveyance results in all Tracts maintaining their original size.
24. No commercial activity to which the general public is invited shall be conducted on the Property. Only a profession or business (e.g., accounting) where there are no more than five clients visiting a Tract per day shall be allowed.
25. The Property shall not be used for public or private road purposes, and no public or private road shall be built to extend through any Tract of the Property to allow access to adjacent tracts without the consent of the Declarant and the neighbors to the south.
26. Owners shall only be allowed to live temporarily in their RV, or Recreational Vehicle while their home is being constructed within the twelve-month period; but no more, as mentioned in Article II, Item 20 above.

### **ARTICLE III**

#### Binding Effect

1. Covenants Running with the Land. All of the restrictions, covenants and easements set forth herein apply to each and every Tract, and shall be covenants running with the land.
2. Declarant Not Bound. The Declarant shall not be subject to the restrictions set forth herein.
3. Declarant Not Liable. No person, entity or Owner shall be entitled to maintain a suit in equity against the Declarant for any alleged violations of this Declaration by an Owner.
4. Partial Invalidity. All of the conditions, covenants, restrictions, and reservations contained in this Declaration shall be construed together. 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 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.
5. Term. These restrictions shall continue in full force and effect for twenty (20) years from the date of execution (the "Initial Term"). During the Initial Term, these restrictions may be amended or modified in the manner specified in this Declaration. Following the expiration of

the Initial Term, these restrictions shall be automatically renewed and continue in full force and effect for one additional 10-year term unless otherwise terminated by a vote of a majority of the Owners.

#### ARTICLE IV

##### Amendment

Declarant shall have, in its sole and absolute discretion, the right to modify this Declaration until the time it has sold 85% of the acreage contained in the Property (the "Declarant Modification Period"). Following the Declarant Modification Period and during the Initial Term, this Declaration may only be modified by an instrument signed by the Owners holding 85% of the acreage contained in the Property. No amendment is effective until recorded in the real property records of Frio County and Medina County, Texas. Any amendment to this Declaration shall only apply to Tracts sold after the date the amendment is recorded in the real property records of Frio County and Medina County, Texas.

#### ARTICLE V

##### Enforcement

If an Owner or Owner's heirs, successors or assigns shall violate or attempt to violate any provision of this Declaration, it shall be lawful for any Owner to prosecute proceedings at law or in equity against the violator or potential violator to prevent the violation, to correct such violation, to recover damages, to obtain other relief for such violations, or to seek any combination of the forms of relief mentioned. Failure at any given time to enforce this Declaration shall in no event be deemed a waiver of the right to do so thereafter. **Nothing herein shall be construed as compelling the Declarant to enforce any provision in this Declaration, nor shall any failure to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Declarant shall have no liability or responsibility at law nor in equity on account of enforcement of, nor on account of the failure to enforce, this Declaration.**

[SIGNATURE PAGE FOLLOWS]

**Nockenut Woods, LLC,  
a Texas Limited Liability Company**

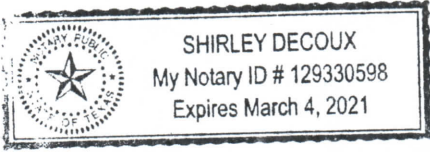
By: *J. Frank Childress*  
J. Frank Childress, Secretary/Treasurer

STATE OF TEXAS  
COUNTY OF *Comal*

This instrument was acknowledged before me this *2nd* day of *February*, 20*21*,  
by J. Frank Childress, as Secretary/Treasurer of Nockenut Woods, LLC a Texas Limited Liability Company  
on behalf of the business or entity.

My commission expires: *3-4-21*  
*Shirley Decoux*  
(Notary Public, State of Texas)

(Seal)



FIELD NOTES TO DESCRIBE

A survey of 112.873 acres of land situated about 20 miles N 45°30' E of Pearsall, in Frio and Medina Counties, Texas, out of Survey No. 57, Abstract No. 666 (Frio County), Abstract No. 1961 (Medina County), P. Weber, original Grantee, being 98.376 acres within Frio County, and 14.497 acres within Medina County, being that same property described in a Deed to Constance Fraley Pawelka and Paul Pawelka from Constance Fraley Pawelka and Paul Pawelka, Co-Independent Executors of the Estate of Mary Ann Roche, Deceased, dated June 22, 2016, as recorded in Volume 206 on Page 139 of the Official Public Records of Frio County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING: At a 5/8" iron pin set at the point-of-intersection of the Northeast R.O.W. line of State Highway 173 and the South line of County Road 7718 for the upper Northwest corner of this survey;
- THENCE: Along the South line of said County Road 7718, S 86-12-16 E at 12.10 feet pass a 6" diameter cedar corner post, continuing generally along fence a total distance of 2634.81 feet to a 4" diameter treated corner post on the West line of an old road, for the Northeast corner of this survey;
- THENCE: Along the West line of said old road and 10-15 feet West of fence, S 04-01-36 W 1510.13 feet to a 10" diameter creosote corner post for the lower Northwest corner of that certain 195.56 acres of land, described in a Deed to Jon Richard Sandidge, Trustee from Jon R. Sandidge, dated March 26, 2015, as recorded in Volume 179 on Page 531 of the aforementioned Official Public Records, and an angle point of this survey;
- THENCE: Generally along fence, the West line of said old road, and the lower West line of said 195.56 acres of land, S 03-46-31 W 247.90 feet to a 1/2" iron pin found by a railroad tie corner post for an angle point and S 03-42-41 W 1661.58 feet to a 5/8" iron pin set 3.09 feet East of a broken 4"x4" concrete R.O.W. marker at the Northeast end of a cutback line connecting the West line of said old road and the Northeast R.O.W. line of said State Highway 173 for the Southeast corner of this survey;
- THENCE: Generally along fence and said cutback line, S 74-16-44 W 67.00 feet to a 4"x4" concrete R.O.W. marker found 2.98 feet South of an 8" diameter creosote corner post on the Northeast R.O.W. line of said State Highway 173, for the Southwest corner of this survey;
- THENCE: Generally along fence and the Northeast R.O.W. line of said State Highway 173, the following courses:
- N 35-08-25 W 3684.35 feet to an 8" diameter cedar corner post for the lower Northwest corner of this survey;
  - N 54-33-49 E 149.38 feet to a 4"x4" concrete R.O.W. marker found by a 4" diameter mesquite corner post for an interior corner of this survey;
  - N 35-17-15 W 200.07 feet to a 4"x4" concrete R.O.W. marker found by a treated post for an angle point;
  - N 55-38-30 W 213.34 feet to a 4"x4" concrete R.O.W. marker found 2.53 feet Southeast of a 4" diameter cedar post for an angle point;

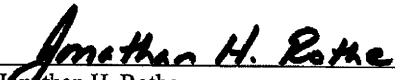


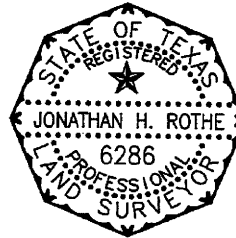
N 34-59-10 W 89.46 feet to a 4"x4" concrete R.O.W. marker found by a 6" diameter creosote corner post for an angle point; and

N 02-49-17 E at 131.93 feet pass a 4" diameter cedar corner post, leaving fence and continuing a total distance of 148.14 feet to the POINT OF BEGINNING.

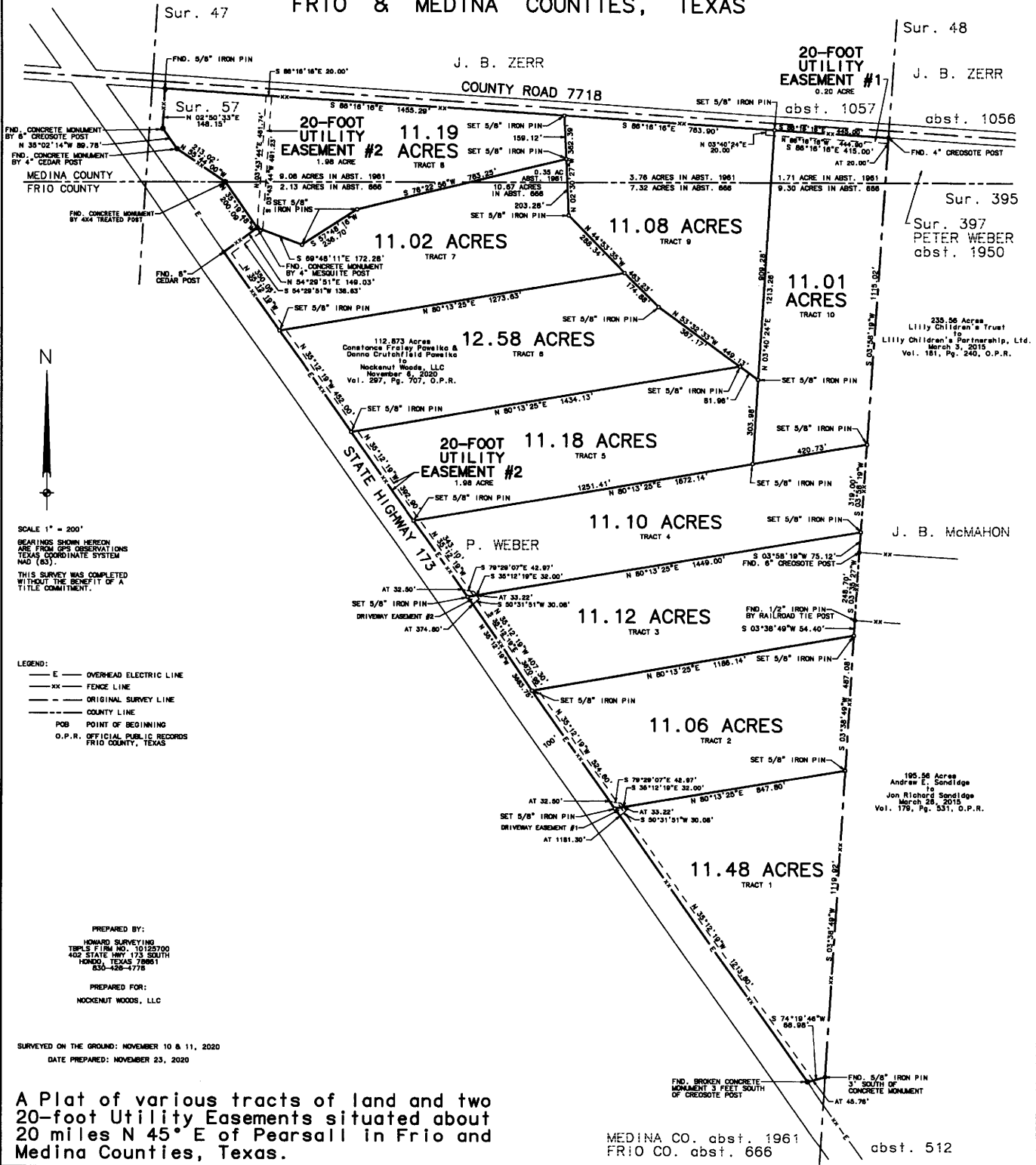
The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 8<sup>th</sup> day of October, 2020.

  
Jonathan H. Rothe  
Registered Professional Land Surveyor No. 6286  
1705 Avenue K, P.O. Box 426  
Hondo, Texas 78861  
Ph. (830) 426-3005  
Fax (830) 426-8160



FRIO & MEDINA COUNTIES, TEXAS



SCALE 1" = 200'  
 BEARINGS SHOWN HEREON  
 ARE FROM GPS OBSERVATIONS  
 TEXAS COORDINATE SYSTEM  
 NAD (83).  
 THIS SURVEY WAS COMPLETED  
 WITHOUT THE BENEFIT OF A  
 TITLE COMMITMENT.

LEGEND:  
 E — OVERHEAD ELECTRIC LINE  
 —X— FENCE LINE  
 — ORIGINAL SURVEY LINE  
 — COUNTY LINE  
 POB POINT OF BEGINNING  
 O.P.R. OFFICIAL PUBLIC RECORDS  
 FRIO COUNTY, TEXAS

PREPARED BY:  
 HOWARD SURVEYING  
 TEMPLS FIRM NO. 10125700  
 402 STATE HWY 173 SOUTH  
 HONDO, TEXAS 78851  
 430-438-4775  
 PREPARED FOR:  
 NOCKENUT WOODS, LLC

SURVEYED ON THE GROUND: NOVEMBER 10 & 11, 2020  
 DATE PREPARED: NOVEMBER 23, 2020

A Plat of various tracts of land and two  
 20-foot Utility Easements situated about  
 20 miles N 45° E of Pearsall in Frio and  
 Medina Counties, Texas.

MEDINA CO. abst. 1961  
 FRIO CO. abst. 666  
 abst. 512

FILED FOR RECORD  
AARON T. IBARRA - COUNTY CLERK

FRIO COUNTY, TEXAS

**INST NO: 0159962**

FILED ON: MARCH 03, 2021 AT 01:07pm

THIS INSTRUMENT CONTAINED 11 PAGES AT FILING



THE STATE OF TEXAS COUNTY OF FRIO  
I hereby certify that this instrument was filed on the date and  
time stamped hereon and recorded in the volume and page  
of named record of Frio County, and stamped hereon by me.  
DATE: MARCH 03, 2021  
AARON T. IBARRA, COUNTY CLERK

A handwritten signature in black ink, appearing to be "A. Ibarra", is written over a solid horizontal line.

Volume 303 on page 689-699

OPR RECORDS

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