

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HOPPERS LANE SUBDIVISION

0638

STATE OF TEXAS

COUNTY OF WASHINGTON



KNOW ALL MEN BY THESE PRESENTS:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("the Restrictions") is made by MBAR LAND & CATTLE, LP, a Texas Limited Partnership ("Declarant").

WHEREAS, Declarant are the owners of Lots 1 through 9 of HOPPERS LANE Subdivision, being 24.787 acres of land, lying and being situated in Washington County, Texas, part of the E. Allcorn Survey, A-2, as more particularly described in the deed dated August 26, 2016, from Bobby Dawson Holder, et ux to Mbar Land and Cattle, LP, and recorded in Volume 153, Page 177, of the Official Records of Washington County, Texas; and being the same land as shown on that certain Plat of Hoppers Lane Subdivision recorded in Plat Cabinet File Nos. 676A and 676B, Plat Records of Washington County, Texas ("Property").

NOW, THEREFORE, Declarant hereby declare that the Property 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 constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Declarant and the Owners.

ARTICLE I
DEFINITIONS

Section 1. "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" shall mean and refer to: (a) that certain real property described in the recital above, and (b) such additions thereto as may hereafter be made subject to this Declaration of Covenants, Condition and Restrictions or any subsequent amendment.

Section 3. "Parcel" shall mean and refer to any parcel of land surveyed and sold by the Declarant.

Section 4. "Declarant" shall mean and refer to MBar Land & Cattle, LP, a Texas Limited Partnership, its, successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Property, but shall not include any purchaser of one or more Parcels of the Property in separate tracts. For the purpose of this Declaration, "Developed Parcel" shall mean any Parcel of land subdivided out of the Property.

ARTICLE II
USE RESTRICTIONS AND MAINTENANCE OF HOPPERS LANE

Section 1. Construction of Improvements. Each Lot shall be used only for single-family residence purposes and improvements for agricultural use are defined hereafter.

- 1.1 The main residence shall be a single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not more than five (5) cars, and other structures (including guest houses or servants' quarters). All homes shall be constructed by conventional construction methods and with conventional materials. Other structures shall not exceed the main residence in height and may be permanently occupied only by a member of the family occupying the main residence on the Parcel, or by domestic servants employed on the premises. The design of other structures shall be consistent with the main residence.
- 1.2 Barns, sheds, storage buildings, and other structures are allowed. A barn may include an apartment for employees or guest quarters. All such buildings shall be built using conventional construction methods. Barns, sheds, storage buildings, other structures, apartments or guest quarters shall not be occupied or used as a permanent residence.
- 1.3 Manufactured and/or mobile homes and recreational vehicles for use as a primary residence are prohibited.
- 1.4 The living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) shall not be less than one thousand eight hundred (1,800) square feet.
- 1.5 Location of Improvements: No building or other improvements shall be located on any Lot nearer than fifty feet (50') of the front property line (50' from Hoppers Lane), nearer than fifteen (15') feet to the side Lot lines and nearer than fifteen feet (15') to the rear Lot line.
- 1.6 No structures of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Parcel at any time as a primary residence. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and shall be removed immediately after completion of construction.
- 1.07 No boat trailers, boats, travel trailers, automobiles, campers or vehicles of any kind shall be semi-permanently or permanently stored in the public right-of-way or on driveways. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence, which encloses the rear of the Parcel. No inoperable boat trailers, boats, travel trailers, automobiles, campers or vehicles of any kind shall be semi-permanently or permanently stored on any Parcel.

Section 2. Maintenance of Hoppers Lane.

- 2.01 Access to each lot in the Subdivision is through Hoppers Lane. Hoppers Lane is an easement that is used by persons owning property outside of the bounds of Hoppers Lane Subdivision.
- 2.02 The existing road located upon the easement and within the bounds of the Subdivision shall be maintained on a shared cost basis (being an equal share for each lot or parcel now or hereinafter owned which is serviced by said private road; provided, however, combining lots under Section 4, below shall have no effect on each lots obligation to share costs), and maintain that part of the road abutting their respective properties in a sightly and clean condition, and take no action to diminish or reduce the ease of passage upon said road.
- 2.03 The existing road shall be maintain in a reasonable condition so that motor vehicles may travel the road, even during inclement weather. This Maintenance Agreement is intended to provide for reasonable travel conditions for the undersigned, their families, guests and agents only, and not for commercial use and/or heavy traffic.
- 2.04 Any maintenance for which the Owners are obligated to share costs shall be performed only after obtaining the written consent of a majority of Owners, voting such that each lot gets a single vote.
- 2.05 The obligations created under this, Section 2 are personal to the Owners and are not secured by any lien against any lot. Any Owner may seek to enforce the payment obligation created hereunder by suit filed in a District Court of Washington County, Texas. Any prevailing party shall be entitled to the recovery of attorneys' fees and costs of court from they party found to be in violation of this Section.

Section 3. Exterior Materials. The exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry, stucco, log, hardiplank, cedar, or other wood siding.

Section 4. Composite Building Site/Combining Lots. Any Owner of one or more adjoining Parcels may consolidate such Parcels into one single-family residence building site by filing an affidavit stating such owners intent in the Official Records of Washington County, Texas. Upon filing such affidavit, the Owner of the combined Parcels shall have the privilege of placing or constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Parcel boundary lines rather than from the singular Parcel lines. To the extent any utilities or improvements have previously been placed or constructed in the utility easement between such combined Parcels, it shall be the Owners responsibility to relocate the same at such Owner's sole cost and expense.

Section 5. Prohibition of Trade and Offensive Activities. There shall be no retail, industrial, multifamily construction, office building, or mixed-use commercial construction, on any Parcel. Noxious or offensive activities of any sort including loud noises or anything done on any Parcel that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted. A home office is permitted.

Section 6. Mineral Operations. No oil, gas or other mineral drilling, development operations, refining, quarry, or mining operations of any kind shall be conducted or permitted upon or in any Parcel. No wells (excluding water wells), tanks, tunnels, mineral excavation, or shafts shall be conducted or permitted upon or in any Parcel. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Parcel. Excluded, however, from this Section 6 is the right of any lessee under any oil, gas or mineral lease in effect as of the date of these Restrictions.

Section 7. Agricultural Use.

- 7.01 One (1) horse or one (1) cow/calf or four (4) calves or four (4) goats shall be allowed on any lot over two (2) acres, or lots that have been combined, which, as combined comprise least two (2) plus acres. On any lot in the subdivision small animal projects shall be allowed for 4-H or FHA projects of the respective owners' children.
- 7.02 Dogs, cats or other common household pets (collectively, "Pets") are excluded from the term "livestock" and "animal unit", provided they are kept, bred and or maintained for non-commercial purposes. Pets shall not be permitted to roam freely. At all time, owners of dogs and cats must be able to exhibit current rabies vaccination from a licensed veterinarian.

Section 8. Fencing, Walls and Hedges.

No wall, fence or hedge in excess of six feet (6') in height shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than six feet (6') in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarant or their assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. No privacy fence shall be allowed in front of dwelling.

Section 9. Parcel Maintenance. The Owner or occupants of all Parcels shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, attractive manner and shall in no event use any Parcel for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited. Each Parcel owner shall arrange for at least weekly garbage, rubbish and trash pickup from the Parcel as long as such service is not provided and required by a municipality. In the event of default on the part of the Owner or occupant of any Parcel in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assigns, may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Parcel, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Parcel in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Parcel for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the

Parcel to pay such statement immediately upon receipt thereof. Any unpaid amount shall bear interest at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum. Each Parcel must be shredded at least two times per year.

Section 10. Visual Screens on Parcels. The drying of clothes in public view is prohibited. All yard equipment, wood piles or storage piles shall be kept screened from public view and maintained in a neat and orderly manner so as to conceal stored items from public view of neighboring Parcels, streets or other property.

Section 11. Signs, Advertisements and Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view of any Parcel, provided, however, that Declarant, or their successors, heirs or assigns, may maintain, as long as it owns property in the Subdivision, in or upon such portions of the Property as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs. No Owner, other than Declarant, may display any signs advertising the Property for sale until the earlier of: (1) five years from the date herein or (2) at such time as Declarant have sold all of the Parcels. After such time an Owner may place one sign on the property no larger than four feet by four feet advertising the Parcel for sale.

Section 12. Antennae. Placement of microwave towers, cellular communication towers, and ham operator communication towers are strictly prohibited.

Section 13. Resubdivision. Declarant may subdivide any of the Parcels. A Parcel Owner may not subdivide a Parcel. This provision may be amended by a majority, in acreage, of the Owners of the Parcels after the earlier of: (1) ten years from the date hereof or (2) after Declarant have sold all of the Parcels.

Section 14. Septic Systems. Prior to occupancy of a Parcel, each Parcel Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining Parcels, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

Section 15. Water System. Declarant are providing no water system. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas. Water service, through a local community water system provider may also be available.

ARTICLE III GENERAL PROVISIONS

Section 1. Enforcement. All restrictions, conditions, covenants, reservations, lien and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Association, if formed, any Owner, or the Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the

Association, the Declaration, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. Except as otherwise provided herein, this Declaration may be amended during the first fifty (50) year period by an instrument signed by those Owners of the Parcels owning not less than ninety percent (90%), in acreage, of the Parcels, and thereafter by an instrument signed by those Owners of the Parcels owning not less than seventy-five percent (75%), in acreage, of the Parcels. Declarant may amend this Declaration without approval or consent of Owners of the Parcels by an instrument signed by it any time during a period ending on the earlier of: (1) ten (10) years from the date hereof or (2) when the Declarant have sold all of the Parcels. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for records in the Official Records of Washington County, Texas.

Section 3. Annexation. Declarant may annex additional residential property to the Property without approval or consent of Owners of the Parcels.

Section 4. Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 5. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

Section 6. Lienholder. Texas Farm Credit Services, FLCA ("Lienholder") joins herein solely for the purposes of subordinating the liens held by it of record upon the Property to the covenants, conditions and restrictions hereby imposed by Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

SIGNED February 1, 2018

Declarant:

MBar Land & Cattle, LP, a Texas Limited Partnership,

By: **MBar Management, LLC**, a Texas Limited Liability Company,

By: 

MAX BARANOWSKI, JR.,

Manager

Lienholder:

TEXAS FARM CREDIT SERVICES, FLCA

By: _____

Name: _____

Title: _____

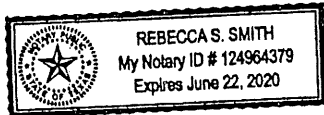
ACKNOWLEDGMENT


STATE OF TEXAS

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COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this 1 day of February, 2018, by **MAX BARANOWSKI, JR.**, as Manager of Mbar Management, LLC, the general partner of **MBar Land & Cattle, LP**, a Texas limited partnership, on its behalf.




Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this ____ day of _____ 2018, by _____, _____ of **TEXAS FARM CREDIT SERVICES, FLCA**, on behalf of said financial institution.

Lienholder:

TEXAS FARM CREDIT SERVICES, FLCA

By: Lane Pepper

Name: Lane Pepper

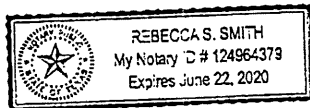
Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this 1 day of February 2018, by **MAX BARANOWSKI, JR.**, as Manager of Mbar Management, LLC, the general partner of **MBar Land & Cattle, LP**, a Texas limited partnership, on its behalf.



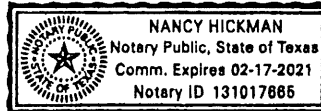
[Signature]
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §

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This instrument was acknowledged before me on this 1st day of February 2018, by Lane Pepper, S.V.P. of **TEXAS FARM CREDIT SERVICES, FLCA**, on behalf of said financial institution. Nancy Hickman



Nancy Hickman
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on
the date and at the time affixed hereon by me and was
duly RECORDED in the volume and page of the
OFFICIAL RECORDS of Washington County, Texas.
as stamped hereon by me on



FEB - 5 2018
Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

Beth A. Rothermel
WASHINGTON COUNTY CLERK
FILED FOR RECORD
WASHINGTON COUNTY TEXAS
2018 FEB - 2 P 3:34