



Paloma Ranch Road

Boundary

FIMAL

# Declaration of Restrictive Covenants of the Paloma Ranch Subdivision

# **Basic Information**

Date: November 30, 2021

**Declarant**: TEXAS ATJ 3, LLC, a Texas limited liability company

### Declarant's Address:

1614 Sidney Baker, Ste 200 Kerrville, Texas 78028 Kerr County, Texas

# Property:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas as shown and described on that certain plat designated as "Paloma Ranch" according to the plat recorded in County Clerk File No. 21-10485 of the Official Public Records of Kerr County, Texas, on November 23, 2021.

## **Definitions**

"Bed and Breakfast (B&B)" means an overnight lodging service renting rooms in the Main Residence or Guest Residence.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means TEXAS ATJ 3, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Living Area" means that area of a Residence which is heated and cooled, excluding porches, breezeways, carports, garages or basements.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in County Clerk File No. 21-10485 of the Official Public Records of Kerr County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence in exchange for consideration.

"Main Residence" means a detached building designed for and used as a primary dwelling by a Single Family, Bed and Breakfast (B&B), or vacation rental by owner (VRBO), and constructed on one or more Lots.

"Guest Residence" means a detached building designed for and used as a secondary dwelling or home office by a Single Family, Bed and Breakfast (B&B), or vacation rental by owner (VRBO), and constructed on one or more Lots.

"Residence" means "Main Residence" and/or "Guest Residence".

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, travel trailer, recreational vehicle, camper, motor home, house trailer, or other wheeled conveyance, whether self-propelled or towed.

## Clauses and Covenants

# A. Imposition of Covenants

- 1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
- 2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
- 3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him or her to a fine, damages, or injunctive relief.

### B. Plat and Easements

- 1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
- 2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
  - 3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a

Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

# C. Building Restrictions

- 1. No more than one Main Residence and one Guest Residence per Lot. Construction of the Main Residence shall be completed prior to or at substantially the same time as the Guest Residence.
- 2. The total area of the Living Area in a Main Residence must be at least 1200 square feet and the total Living Area in a Guest Residence must be at least 700 square feet.
- 3. A Residence shall not be occupied until the exterior thereof is completed and the plumbing is connected to either an On-Site Sewage Facility (OSSF) system ("septic system") or other water disposal system in accordance with state laws and Kerr County local rules and regulations.
  - 4. Modular home and barndominium construction are permitted.
- 5. Outbuildings, barns, stables, pens, fences and other similar Structures may be constructed or erected on a Lot.

# D. Setback Requirements

- 1. No Residence or Structure may be located within 50 feet from a boundary line between Lots, nor located within 100 feet from the centerline of Paloma Ranch Road. The setback requirements under this paragraph do not apply to entrance and other gates, fences, roadways, wells, well houses, septic systems, buried or overhead electric or telephone lines, buried utility lines, or buried fiber optic cable.
- 2. The setback requirements do not apply to a boundary line separating adjoining Lots owned by the same Owner, or a boundary line separating a Lot from land not subject to the Subdivision.

# E. Use Restrictions

- 1. Lots shall be used and occupied by the Owners for Single Family residential purposes, Bed and Breakfast, or VRBO only. Use of Lots for any other professional, business or commercial purpose in which the general public is invited to enter the Property is prohibited.
- 2. No pigs, hogs or swine shall be permitted on the Property unless raised in conjunction with a 4-H or FFA related project.
- 3. Feedlot operations or commercial breeding of animals or fowl on any Lot is prohibited. Animals used for grazing a Lot or Lots while raising young (e.g., a cow/calf, goat/kid, sheep/lamb operation) shall not be considered commercial breeding of animals.
- 4. Abandoned or inoperative equipment or Vehicles, and/or other things of any sort which in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property to any Owner shall not be stored or maintained on any Lot. Owners are to

keep their Lots clean and neat in appearance and free of litter at all times.

- 5. No Lot shall be divided into a Lot containing less than five (5) acres.
- 6. No Hunting Blinds/Stands/Game Feeders shall be placed within 100 feet of the boundary of any other Lot unless the abutting Lot is owned by the same Owner.
  - 7. Commercial hunting of wildlife is prohibited.
- 8. Any noxious or offensive activity which tends to cause embarrassment, discomfort, annoyance or nuisance to any Owner shall be prohibited within the Property.
- 9. Oil/gas drilling, development or refining, and mineral quarrying or mining operations of any kind are strictly prohibited on the Property.
  - 10. The installation or storage of a mobile home or manufactured home is prohibited.
- 11. A travel trailer, motor home or recreational vehicle may not be used as a permanent Residence. Owners may temporarily install a travel trailer, recreational vehicle or motor home on their Lot while the Main Residence is under construction, for a period not to exceed one year. While in use as a temporary residence, a travel trailer, recreational vehicle or motor home must be connected to an operational septic system that complies with all state laws and Kerr County local rules and regulations.
- 12. Hunting wildlife is restricted to bow and arrow, or crossbow only for Owners with less than 10 contiguous acres.
- 13. A travel trailer, recreational vehicle or motor home may be used as a Guest Residence for no more than 7 days in a month.
- I4. Eighteen-wheeler vehicles and other larger commercial vehicles are prohibited from parking along Paloma Ranch Road.

### E. General Provisions

- 1. Term. This Declaration runs with the land and is binding for a term of 20 years. Thereafter this Declaration automatically continues for successive terms of 20 years each, unless within 6 months before the end of a term 75 percent of the Owners of the Lots vote not to extend the term by a written instrument executed by the Owners.
  - 2. No Waiver. Failure by an Owner to enforce this Declaration is not a waiver.
- 3. Corrections. Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
- 4. Amendment. This Declaration may be amended at any time by the affirmative vote of the Owners of 67 percent of the Lots by a written instrument executed by the Owners and recorded in the Official Public Records of Kerr County, Texas.
  - 5. Severability. If a provision of this Declaration is unenforceable for any reason, to the

extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

- 6. Notices. Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
- 7. Presuit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

TEXAS ATJ 3, LLC, a Texas limited liability company

7.

By: / JAMES C. RENO

Its: Manager

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on NOV. 30<sup>th</sup>, 2021, by JAMES C. RENO, a Manager of TEXAS ATJ 3, LLC, on behalf of TEXAS ATJ 3, LLC, a limited liability company.

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BRITTANY LEAANNE THURMAN My Notary ID # 130419983 Expires October 27, 2023

Notary Public, State of Texas

After recording, return to:

Gregory A. Richards, P.C.

NO.

10485

PALOMA RANCH ROAD INDEX

TXDOT NOTES
OPMENTS DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR ADEQUATE NOTOR SOUND ABATEMENT MEASURES FOR PRESENT AND/OR DISE MITIGATION.

OPER AND/OR LANDOWNER IS RESPONSIBLE FOR PREVENTING RESEMPACT TO THE DRAINAGE SYSTEM WITHIN THE HIGHWAY WAY.

- THE CURRENT EDITION OF THE TXDOT ACCESS MANAGEN
- OR FUTURE TRAFFIC CONTROL MEASURES AS A RESULT OF MENT, (LEFT TURN LANE, RIGHT TURN LANE, SIGNAL, ETC.) ESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE YOF THE DEVELOPER/OWNER.
- OPER WILL BE REQUIRED TO INSTALL AN APPROVED MAIL
  SYSTEM OUTSIDE OF THE STATE RIGHT-OF-WAY FOR POSTAL
  OCCUPYING THE DEVELOPMENT/PROPERTY.

  VIEWED THIS PLAT WITH RESPECT TO ITS ACCESS AND HEREBY
  THIS PLAT FOR RECORDING.

  214
  DAY OF NOVEMBER, 2021

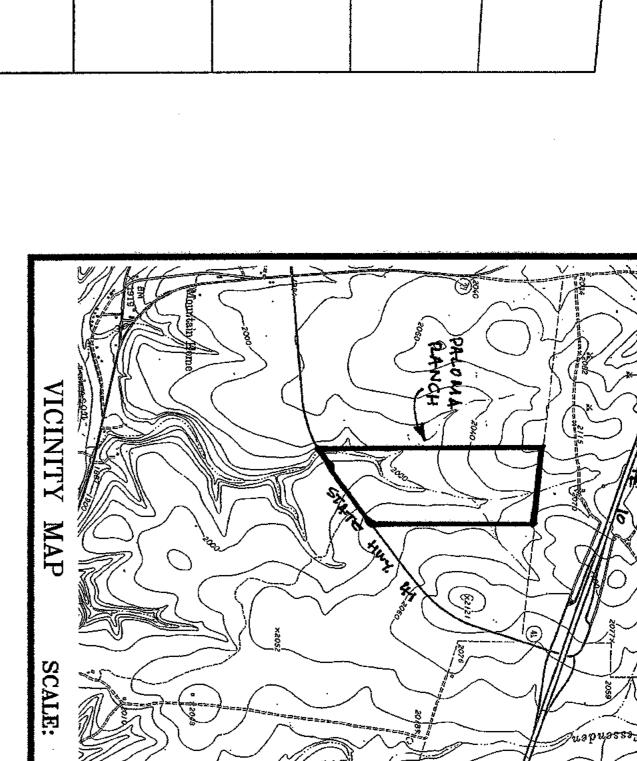
IN M. IN M. P.E.

considered by the Commissioner's of Kerr County, Texas and is hereby d by such court.

Willey

certify that recognized engineering and standards were used in preparation final plat and in the design of site nent structures and was accomplished y direct supervision.

Hewitt, P.E., C.F.M.



is understood and agreed that perpetual easements are reserved for the installation and maintenance of count, and all necessary appurtenances thereto, whether installed in the air, upon the surface or underround, along and within ten feet (10') of the rear, front and side lines of all lots and/or tracts and venty feet (20') along the entire perimeter of the subdivision, and in the streets, alleys, boulevards, nes, and roads of this subdivision. Nothing shall be placed or permitted to remain within the easement reas which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those cilities for which an authority or utility company is responsible. Utility companies or their employees shall ave all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein rated, including but not limited to the free right of ingress to and egress from the right—of—way and sement, and the right from time to time to cut all trees, undergrowth and other obstructions that may jure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved clude the privilege of anchoring any support cables or other devices outside said easement when deemed seesary by the utility to support equipment within said easement so long as such items do the province of the construction of buildings on any of the lots and/or tracts of this subdivision.

- GENERAL NOTES

- 6. THERE ARE NO STRUCTURES, WELLS OR SEPTIC TANKS ON THE PROPERTY PLATTED HEREON FOR SUBDIVISION, EXCEPT AS SHOWN HEREON.

  7. IN ACCORDANCE WITH KERR COUNTY SUBDIVISION RULES AND REGULATIONS, THIS SUBDIVISION IS PERMITTED 29 LOTS.

  8. THE PRELIMINARY PLAT FOR PALOMA RANCH WAS APPROVED BY THE KERR COUNTY COMMISSIONERS COURT ON AUGUST 9, 2021 BY COURT ORDER NO. 38855.

  9. ALL DRAINAGE STRUCTURES, INCLUDING DRAINAGE DITCHES AND DETENTION PONDS, OUTSIDE ROAD RIGHT—OF—WAYS, SHALL BE OWNED AND MAINTAINED BY THE OWNER OF THE LOT ON WHICH IT IS LOCATED.

  10. LOTS NO. 3 & NO. 4 ARE RESTRICTED TO ROAD ACCESS FROM PALOMA RANCH ROAD.)

  11. LOTS NO. 1 & NO. 2 ARE RESTRICTED TO A SHARED DRIVEWAY ACCESS
- 11. LOTS NO. 1 & NO. 2 ARE RESTRICTED TO A SHARED DRIVEWAY ACCESS FROM STATE HIGHWAY NO. 41 AT THEIR SOUTHERLY COMMON CORNER AS SHOWN ON SHEET 2.

  12. SUBDIMISION DESIGN, LAYOUT AND CONSTRUCTION SHALL BE DONE TO MINIMIZE ANY ADVERSE IMPACT TO PRIVATE PROPERTY, PUBLIC PROPERTY, ALL EASEMENTS AND ALL PUBLIC OR PRIVATE RIGHT-OF-WAY EITHER WITHIN OR OUTSIDE THE PROPOSED SUBDIMISION. PROVISIONS MUST BE MADE TO ASSURE THAT NO ADVERSE IMPACT IS MADE TO EXISTING DRAINAGE SYSTEMS WITHIN PUBLIC RIGHT-OF-WAYS. ALL DRAINAGE DESIGN, LAYOUT AND CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA.
- PRIOR TO CONSTRUCTION ON ANY LOT, THE OWNER OF SAID LOT SHALL CONTACT THE KERR COUNTY ROAD & BRIDGE DEPARTMENT TO SECURE A DRIVEWAY CONSTRUCTION PERMIT. THE OWNER IS RESPONSIBLE FOR CONSTRUCTION OF DRIVEWAY IN ACCORDANCE WITH REGULATIONS PREPARED BY THE COUNTY ENGINEER.

BUILDING SET-BACKS: FRONT LOT LINE - FIFTY (50) FT.

# STATE OF TEXAS COUNTY OF KERR

he owner of the land shown on this plat, and whose ame is subscribed hereto, and in person or through a uly authorized agent, dedicates to Kerr County, Texas, for he use of the public forever all roads, alleys, parks, water ourses, drains, easements, in all of the aforesaid public laces and all other public places thereon shown for the surpose and consideration therein expressed. The owner has ritten permission from the lien holder.

this 4th day

STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Aubry Gold, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

The hand and seal of office this the day of

Notary Public for the State

This plat is a true and accurate representation of the property described and platted hereon as determined from an actual survey of the property made on the ground under my direction and supervision.

(Bearing basis = True north based on GPS observations)

Date surveyed: April 9, 2021; July 26, 2021

Dated this 3rd day of November, 2021 na ...
north based on GPS ...
1 9, 2021; July 26, 1

Dull/Value

DON W VOELKEL
Notary Public, State of Texas
Comm. Expires 04-24-2026
Notary ID 2113359

BEING 145.00 ACRES OF LAND, MORE OR LESS, OUT OF VARIOUS ORIGINAL PATENT SURVEYS, AS SHOWN HEREON IN BRACKETS, IN KERR COUNTY, TEXAS

: Texas ATJ 3, LLC 330 Peterson Drive Kerrville, Tx 78028

NOVEMBER

2021

LAND SURVEYING, PLLC
212 CLAY STREET, KERRWILE, TEXAS 78028, 830-257-3313
FRW REGISTRATION NO. 100528-00

