

Declaration of Restriction Covenants of Brazos River Reserve

Basic Information

Declarant's Address:

CCC&S Family LLC
703 Osuna Rd. NE #6
Albuquerque, NM 87113

Property: Brazos River Reserve Rural Subdivision, which consists of all designated Lots, according to the map or plat thereof filed of record in Document #2023-23, of the Map Records of Burleson County, Texas and any amendments thereto.

DEFINITION

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

"Declarant" means CCC&S Family, LLC, 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.

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

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

"Owner" means every Owner of a fee interest on the Plat.

"Plat" means the Plat of the Property recorded in Document #2023-23, of the Map Records of Burleson County, Texas and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvements on a Lot (other than a Residence), including but not limited to a fence, wall, tennis court, swimming pool, or recreational equipment.

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

"Vehicle" means any automobile, truck, motorcycle, boat, 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, lease, or occupancy of any Lot, agree that the Subdivision is subject to 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 agree to comply with this Declaration.

B. Plat, Reservations 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 any structure, object, landscaping, or road in an Easement.
4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.
5. Building Setbacks and Driveways: For Lots 1, 3, 7A-30 Building setbacks and driveways will be in accordance with the Subdivision Rules and Regulations established by Burleson County. For Lots 2B, 4, 5B, and 6B, a fifty (50) foot permanent building buffer is established for the portion of these lots that border Lot 31B.

C. Combination of Lots and Removal of Interior Setback Lines

1. A property owner that purchases any two adjacent lots hereby has the right to combine the two lots into a single parcel, hereinafter referred to as the "Combined Lot."

2. Upon the combination of the lots, the interior setback lines, as defined by the local subdivision regulations or any applicable governing authority, shall be removed. The removal of the setback lines allows for the full utilization of the Combined Lots without the need for setbacks on the interior boundaries.
3. The removal of the interior setback lines shall not affect any existing setback requirements along the exterior boundaries of the Combined Lot. The property owner(s) shall comply with all applicable setback regulations as they pertain to adjacent properties, roads, utilities, or any other pertinent factors.
4. The removal of the interior setback lines does not grant permission for any construction or development that violates other subdivision regulations, building codes, or any other applicable laws and regulations. The property owner(s) shall still adhere to all other relevant restrictions and requirements governing land use, building design, environmental considerations, and any other applicable regulations.
5. This property restriction shall be binding upon the current property owner(s) and their successors, assigns, and heirs, and shall run with the land.
6. This property restriction may only be modified or terminated by a written agreement signed by two-thirds (2/3) of affected property owners and any relevant government authorities.
7. The property owner(s) shall be responsible for notifying the appropriate local planning or zoning authority of the combination of lots and the removal of the interior setback lines, as required by local regulations. Any necessary permits or approvals must be obtained before initiating any construction or development activities on the Combined Lot.
8. In the event of any dispute or disagreement regarding the interpretation or enforcement of this property restriction, the matter shall be resolved through mediation or, if necessary, through legal proceedings in accordance with the laws of the jurisdiction in which the Combined Lot is located.
9. Property owners shall have the right to reconvert the Combined Lot into the two original lots filed with the development as shown on Document #2023-23 and so long as no acreage falls below the original filed lot size.
10. The property owner(s) shall be responsible for obtaining all necessary permits or approvals required for the reversion processes as mandated by the local and state authorities.
11. The property owner(s) acknowledge that the reversion process does not nullify any existing property restrictions, covenants, or agreements that were in effect before the combination of the lots. Any such pre-existing restrictions shall remain applicable to the newly formed individual lots.

By accepting this property restriction, the property owner(s) acknowledge and agree to abide by its terms and conditions, understanding that non-compliance may result in penalties, enforcement actions, or legal consequences as determined by the applicable governing authorities.

D. Use and Activities

1. *Permitted Use.* A Lot may be used only for a Residence and Structures, outlined herein covenants for use by a Single Family.
2. *Prohibited Activities.* Prohibited activities are:
 - a. Any activity that is otherwise prohibited by this Declaration;
 - b. Any illegal activity;
 - c. Any nuisance or noxious or offensive activity;
 - d. Any dumping or accumulation of rubbish or trash;
 - e. No junk yards will be allowed. No part of the property will be used as a dumping ground for rubbish, trash or waste.
 - f. Any non-agricultural commercial or professional activity. Furthermore, the breeding, raising or holding of any swine or poultry for commercial purposes is prohibited;
 - g. The display of any sign except one used for the advertising of the Lot for sale or for rent or advertising a garage or yard sale and political signs not prohibited by law
 - h. Installing a mobile home, manufactured home, manufactured housing, motor home, modular home, container home, or house trailer on a Lot
 - i. Moving a previously constructed house onto a Lot
 - j. Storage of one (1) motorhome or recreational vehicle (RV) is permitted on the owner(s)' Lot sixty (60) days prior to and during the construction of the residence unless stored in a Structure. Sewage must be disposed of offsite or in a septic system.
 - k. Interfering with a drainage pattern or the natural flow of surface water
 - l. Occupying a Structure that does not comply with the construction standards of a Residence
 - m. The keeping of any animal or household pet in any manner that constitutes a nuisance. All animals must further be confined to the owner(s)' property; and
 - n. Excessive or non-personal use of any firearms or other weapons or use of such that causes a nuisance.

E. Construction and Maintenance Standards

1. *Lot Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.
2. *Septic Tanks.* No residence dwelling shall be built without a State of Texas approved septic tank or other sewage disposal system that is approved and permitted by the County.

F. Residence and Structures

1. *Structure Type.* Only Single-family residential dwelling and appurtenances ordinary to residential living and farm and ranching shall be permitted.
2. *Required Area.* The total area of Residence, exclusive of porches, garages, or carports, must be at least eighteen hundred (1,800) square feet.
3. *Guest House.* Only one structure other than the Residence can have any type of living facilities, limited to one thousand (1,000) square feet of living space.
4. *Entrances and Driveways.* Gates, entrances, and driveways must meet all County and State standards and regulations. All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways must be across a culvert approved by Burleson County or other governmental authority having jurisdiction. Furthermore, it is the Lot Owner's responsibility to maintain and keep clean the drainage ways and culverts associated with their Lot.

G. General Provision

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No waiver.* Failure by an Owner or Declarant 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 vest property right of any Owner.
4. *Amendment.* This Declaration may be amended or the covenants and restrictions hereof terminated, in whole or in part, as follows:
 - a. Any such amendment or termination shall be affected only by a written instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in the Subdivision and duly recorded in the office of the County Clerk of Burleson County, Texas.
5. *Severability.* The provisions of this Declaration are severable. If any provisions of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.
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 notices, however delivered, is sufficient.
7. *Pre-suit Mediation.* As a condition presented to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

8. *No Warranties or Representations.* There is no warranty or guarantee by Declarant that the Property, any improvement thereof, or any portion thereof has a particular financial value or is fit for a particular purpose.

Executed this 23 day of February, 2024.

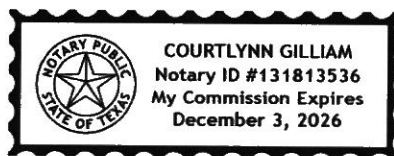
D.A. McCall

D.A McCall, managing member
CCC&S Family, LLC

STATE OF TEXAS

COUNTY OF BURLESON

This instrument was acknowledged before me on this 23 day of February, 2024, by D.A McCall, managing member of CCC&S Family, LLC, a New Mexico limited liability company, on behalf of said company.



Courtlynn Gilliam
Notary Public, State of Texas

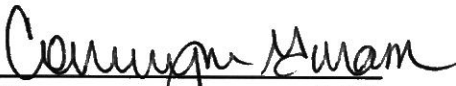
DECLARATION OF AUTHENTICITY

State of Texas

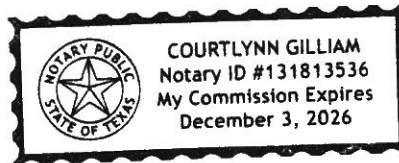
County of Burleson

The attached document, Declaration of Restriction Covenants of Brazos River Reserve, dated February 23, 2024, and containing 6 pages, is a true and correct copy of an electronic record printed by me or under my supervision. At the time of printing, no security features present on the electronic record indicated any changes or errors in an electronic signature or other information in the electronic record after the electronic record's creation or execution. This declaration is made under penalty of perjury.

Signed this 23rd day of February 2024.


(Signature of notary public)

(seal)

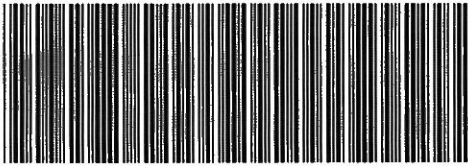


Courtlynn Gilliam

(Printed name of notary public)

My commission expires: 12/3/26

BCTD LG
COURTLYN



VG-3091-2024-808

Burleson County
Anna L. Schielack
Burleson County Clerk

Instrument Number: 808

Real Property Recordings

DECLARATION OF RESTRICTIVE COVENANTS

Recorded On: February 23, 2024 02:30 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$49.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 808
Receipt Number: 20240223000025
Recorded Date/Time: February 23, 2024 02:30 PM
User: Sharon B
Station: Clerk01

Record and Return To:

BURLESON COUNTY TITLE COMPANY
P O BOX 56

CALDWELL TX 77836



STATE OF TEXAS
Burleson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Burleson County, Texas

Anna L. Schielack
Burleson County Clerk
Burleson County, TX