## PROTECTIVE COVENANTS SUMMARY

## WILLOW MOON RANCH McLennan County, Texas

You are a potential buyer of a tract within **Willow Moon Ranch** (the "Subdivision"). In order to protect the uniform plan for improvement and development of the Subdivision and the value of the Subdivision, a Declaration of Protective Covenants, Conditions and Restrictions ("Protective Covenants") have been recorded which impose restrictions, covenants and agreements upon each tract owner and property within the Subdivision for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. The following only reflects a brief summary of the Protective Covenants pertaining to the Subdivision. Not all of the provisions of the Protective Covenants governing the ownership and development of tracts within the Subdivision are summarized herein.

- 1. <u>Improvements</u>. All buildings and other improvements to be erected, placed or altered within the Subdivision must be approved by the Architectural Reviewer. Plans and drawings, as well as specifications, must be submitted to the Architectural Reviewer prior to commencement of any construction or placement of any improvements on each tract within the Subdivision.
- **Common Area.** The Subdivision generally has limited Common Area. Initially, the Declarant will maintain and repair the Common Area, but the maintenance and repair of the Common Area will become the sole responsibility of the owners of tracts within the Subdivision. Owners shall reimburse Declarant, pro rata based on the number of Lots in the Subdivision, for costs of maintenance and repair of the Common Area.
- **Living Unit.** Tracts shall be used for single-family residential purposes only. One (1) guest cottage with living quarters shall be permitted. Outbuildings such as barns, greenhouses, gazebos and storage buildings are permitted, but must be constructed after completion of the Living Unit on the tract and located behind the Living Unit. No used or previously occupied houses or residential structures may be moved onto any tract.
- **Minimum Floor Area.** Total air conditioning living area of a Living Unit shall be no less than 2,500 square feet.
- **Building Materials.** The exterior wall area of the front elevation of each building shall contain no less than fifty percent (50%) masonry. All wood, hardboard or stucco surfaces on the exterior of a Living Unit shall be painted or stained with a color compatible with the remainder of the Living Unit.
- **Garage.** Each Living Unit shall have an attached garage suitable for parking no less than two (2) nor more than four (4) standard size automobiles. Carports will be permitted behind the Living Unit if not visible from the roadway abutting the front boundary of the Living Unit.
- 7. <u>Driveways</u>. Driveways shall be completed at the time of construction of the Living Unit. Driveways shall be surfaced with asphalt, concrete, brick, pavers or similar material.
- 8. <u>Construction Completion</u>. The Living Unit on a tract must be completed within one (1) year after the delivery of materials for the construction of such Living Unit. Landscaping shall be completed within sixty (60) days after the date on which the Living Unit is ninety-five percent (95%) complete. An underground sprinkler system providing irrigation to a reasonable portion of the yard area of the Living Unit is required.
- **Swimming Pools.** No above-ground pools are permitted within the Subdivision. Any swimming pool shall be located in the rear yard of a Living Unit.
- 10. <u>Setbacks</u>. Each Living Unit, guest cottage or other building shall be located at least one hundred feet (100') from the front boundary of a tract and at least twenty-five feet (25') from any side or rear boundary of a tract.

- 11. <u>Improvement Location</u>. Each Living Unit shall be placed on the tract so that the front of the Living Unit faces the roadway abutting the front boundary of such tract. The placement and location of improvements shall be subject to the approval of the Architectural Reviewer.
- **Fences.** Fences and walls in front of a Living Unit shall not exceed six feet (6') in height and shall be of openconstruction. No wire or chain-link fencing shall be permitted in the front yard of a Living Unit. Fences and walls are subject to additional requirements set forth in the Protective Covenants.
- **Septic.** No individual water supply or water well shall be permitted on any tract. Each tract shall contain an individual sewage disposal or septic system constructed by the owner of such tract.
- **14.** <u>Utilities; Antennas.</u> No air conditioning apparatus shall be installed in front of the Living Unit. Antennas and satellite dishes are limited and subject to the provisions of the Protective Covenants.
- **Parking.** Vehicles and other equipment may not be stored on the driveway in front of any Living Unit. No such vehicles or equipment shall be placed on any roadway or on the side of any Living Unit.
- **Prefabricated Improvements.** No building constructed elsewhere than on the tract may be placed on the Tract, except for children's playhouses, dog houses, greenhouses and gazebos.
- **Domestic Animals.** Animals are subject to limitations and restrictions. No animals, livestock or poultry of any kind shall be raised, bred or kept on a tract, except (a) dogs, cats or other household petswhich may be kept on a tract for companionship, and (b) horses, cows, swine, sheep, goats and chickensand their offspring, subject to certain limitations and restrictions, including, in the aggregate, (i) no more than one (1) horse or cow or offspring per 2.0 acres of land, (ii) no more than four (4) dogs, cats and other household pets, (iii) no more than two (2) swine, sheep and goats, and (iv) no more than four (4) chickens. Swine, sheep, goats and chickens have additional confinement restrictions detailed in the Protective Covenants.
- **Rubbish; Waste.** No portion of any tract shall be used as a dumping ground for rubbish or the accumulation of unsightly materials. All trash and other debris shall be placed in containers and other trash receptacles which shall be situated and screened from view from any other tract or roadway.
- **Business Prohibition.** No tract shall be used for business, professional, commercial or manufacturing purposes of any kind. A Living Unit may be used for quite, inoffensive activities such a tutoring or art lessons subject to compliance with the requirements of applicable law.
- **Limited Rental.** The Living Unit or any other dwelling located on a tract shall not be leased or rented for less than a minimum term of one hundred eighty (180) consecutive days with the same occupant. No Living Unit or other dwelling located on a tract shall be used as a lodging house, hotel, bed and breakfast, Airbnb or similar arrangement.
- 21. Signage. Signage on the tract is subject to limitations.
- **22. Burning.** The Protective Covenants impose limitations on burning and fireworks.

The Protective Covenants are imposed to protect the Subdivision, each owner of a Tract within the Subdivision and the overall quality and value of the Subdivision. The foregoing summary by no means is a comprehensive and detailed review of the Protective Covenants governing the use, ownership and occupancy of property within the Subdivision. In the event of any conflict between this summary and the provisions of the Protective Covenants, the provisions of the Protective Covenants shall control and be controlling.

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