

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

BLUEBONNET MEADOWS AND INDIAN PAINTBRUSH

THE STATE OF TEXAS §

§

COUNTY OF CALDWELL §

This Declaration of Easements, Covenants, Conditions and Restrictions, is made on the date hereinafter set forth by Chisholm Cattle Company, LLC, a Texas limited liability company, Strawberry, LLC, a Texas limited liability company, and Pecan, LLC, a Texas limited liability company, James E. Chisholm and Joan F. Chisholm, individually (collectively referred to herein as the "Declarant").

**WITNESSETH:**

WHEREAS, Declarant owns the real property in Caldwell County, Texas, being legally described shown on the plat attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, it is the desire of Declarant to place certain restrictions, easements, covenants, conditions, stipulations and reservations upon and against such Property in order to establish a uniform plan for the development, improvement, and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of tracts within the Property.

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the Property, and declares the following reservations, easements, restrictions, covenants, and conditions, applicable thereto all of which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Property, which Restrictions shall run with the Property, shall bind all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof

**ARTICLE I**  
**DEFINITIONS**

Section 1.01 Declarant. "Declarant" shall mean and refer to Chisholm Cattle Company, LLC, a Texas limited liability company, Strawberry, LLC, a Texas limited liability company, and Pecan, LLC, a Texas limited liability company and its successors and assigns, if such successors or assigns are designated in writing by Declarant as a successor or assignee of all or part of the rights of the Declarant hereunder, including, but not limited to, any assignment to a Lender furnishing financing for the development of the Property.

Section 1.02 Declarations. "Declaration" shall mean and refer collectively to this instrument and the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by, included, or expressed in this document.

Section 1.03 Description of Tract. "Tract" shall mean and refer to each separate tract of land within the Property which may be conveyed by Declarant to a third-party purchaser, whether such separate tract is divided pursuant to a recorded Subdivision Plat, or by a metes and bounds description in a deed or other conveyance instrument.

Section 1.04 Owner. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Tract, including contract sellers (a seller under a contract for deed), but excluding those having such interest merely as security for the performance of an obligation.

Section 1.05 Plat. "Subdivision Plat" shall mean one or more recorded plats of land within the Property, which lay out separate Tracts and applicable streets, roads, and easements. Nothing herein shall require the Declarant to prepare and record a Subdivision Plat in order to divide the Property, provided such division is in accordance with applicable law.

Section 1.06 Use. "Residential Use" shall mean single-family detached dwelling including home offices, with a limit of two employees in addition to the Tract owner. Agricultural use of a Tract that is incidental to Residential Use shall be permitted, provided all farm and ranching equipment and/or machinery shall be kept in a barn or set back 300 feet from the public roadway or in the back one-half (1/2) of the Tract. Bed and Breakfast or vacation rental use shall be considered Residential Use, provided however, no such use shall exceed two (2) living structures as set form in Section 2.01.3. Use of a Tract for a wedding venue or event center shall not be considered Residential Use.

Section 1.09 Representative. "Representatives" shall mean representatives of the Declarant being Jim Chisholm. After all Tracts have been sold by the Declarant, a majority of the Tract owners may elect new Representatives, with each Tract owner receiving one (1) vote for each Tract owned.

## ARTICLE II USE RESTRICTIONS

### Section 2.01 General Use Restrictions.

2.01.01. All Tracts shall be used for Residential Use. No commercial business may be placed on any Tract.

2.01.02. No manufactured home, modular home, pre-manufactured home, industrial built home, trailer home, or mobile home may ever be placed on a Tract, except as a temporary construction office during active construction for a period not to exceed twelve (12) months. No, trailer, mobile home, recreational vehicle, tent, shack, garage, storage building, shipping containers or other outbuilding shall be used on any Tract at any time as a permanent residence.

2.01.03. Each Tract shall contain no more than one (1) home or barndominium of a minimum of 1,800 square feet of living space and one (1) guest house or barndominium, one (1) barn, one (1) pole barn to cover one (1) RV, motor home or travel trailer ("RV barn"), and one (1) storage building. The house or barndominium shall have a minimum of 50% of rock or brick exteriors with the rest of the exterior either stucco or hardieplank and shall be set back 100 feet from the public roadway. The guest house or barndominium guest house exterior to be 50% rock or brick with the rest of the exterior either stucco, hardieplank or metal. The barn, RV barn and storage building shall be kept in good repair. The barn, RV barn and storage building may be built of rock, brick, stucco, hardieplank or metal. For purposes of this provision, stucco and hardieplank shall not be considered rock or brick. All garages must be attached to the main house and guest house. Detached carports shall not be permitted. Any covered parking must be permanently installed,

attached to the house or guest house and must match the appearance of the existing structure. Building materials, equipment and machinery stored outside shall be arranged in an orderly manner and set back 300 feet from the public roadway on the back one-half (1/2) of the Tract. All materials used to construct any structure shall be new materials. Barn, RV Barn, and storage building shall be used for storage only and kept in good repair and set back 300 feet from the public roadway on the back one-half (1/2) of the Tract.

2.01.04. No structure shall exceed thirty (30') feet in height.

2.01.05. All structures and improvements on any Tract must comply with Caldwell County building codes.

2.01.06. All fencing must be made from new materials and kept in good condition.

2.01.07 A home office may occupy any of the buildings defined in 2.01.03.

2.01.08 No shipping containers are not allowed on any Tract except during active construction for a period not to exceed twelve (12) month.

Section 2.02 Setbacks. There shall not be placed on a Tract any building or structure nearer than one hundred (100') feet from any roadway or the front of any Tract and fifteen (15) feet from rear and sides of any Tract. Fencing, sidewalks, driveways, roadways, entrance gates, cattle guards, mail boxes and address monuments shall not be considered as a part of a building or structure.

Section 2.03 Noxious, Destructive or Offensive Activities Prohibited. None of the Property shall be used for any noxious activity and nothing shall be done or permitted to be done on any of said Property which is a nuisance or might become a nuisance to the Owner or Owners of any of such said Property. Nuisance means any type of conduct, action and non-action which has been declared by statute or ordinance to be a nuisance or any conduct, action, or non-action when taken together is of such concentration and of such duration as may tend to be injurious to, or to interfere with, or to adversely affect human health or the health of wildlife or the reasonable use and enjoyment of the Property or cause destruction of property.

Section 2.04 ATV and Dirt Bike Racetracks. No Tract shall be used as a commercial or private ATV, dirt bike, motor-cross, go-kart or other vehicle racetrack.

Section 2.05 Rubbish, Trash and Garbage. No Tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers of the standard type. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection on collection days. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No Tract or any portion of the Subdivision Roadway shall be used as a junkyard or for storage of inoperable vehicles, tires, appliances, scrap metal, fencing material, construction material, boats, or machines unless said item is kept in an enclosed structure which otherwise complies with the restrictions set forth herein. No landfill or garbage disposal site of any kind shall be permitted on any Tract, except a small waste pit in which to burn wood, lumber or trees no larger than 10' x 10' x 5' deep which shall be located in the back one-half (1/2) of the Tract. Rubbish, trash or garbage shall not be buried or burned on any Tract.

Section 2.06 Animals. No swine, pigs, hogs, or peacocks may be kept on any Tract. All livestock shall be contained within the Tract lines by fence and all permitted domestic animals shall be contained

within the Owner's Tract by fence, leash, or other comparable device. No public or private commercial dog kennels, animal shelters or veterinarian clinics shall be allowed. Provided, however, light commercial breeding and training of animals shall be permissible provided such activity is not unreasonably offensive to adjacent Tract owners. No animal shelters or animal rescue housing/pasture are permitted. The following livestock will be allowed but shall be limited to one (1) animal unit per two (2) acre Tract. An animal unit is defined as follows: one (1) cow; one (1) bull, two (2) 500-pound calves; four (4) sheep or goats, one (1) horse, miniature horse or donkey; one (1) animal of a type not already listed (limit of one (1) per Tract) except no swine shall be allowed; five (5) chickens (in addition to one (1) of the aforementioned animal units). Any animal with un-weaned offspring shall count as a single animal unit.

If any member of an owner's family is under the age of nineteen (19) and is a bona-fide member of a 4-H Club or Future Farmers of America Club, then, as an exception to the above, two (2) animals per each bona-fide member shall be permitted for the purpose of raising each animal for competition or as part of a club project, provided that the animal shall be removed from the Tract upon completion of the competition or club project.

Exotic game shall be allowed upon the Tract, with the exception of those that would affect the health, safety and/or welfare of any of the Owners within the Tract.

Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit" provided they are kept, bred or maintained indoors for non-commercial purposes. All breeding operations shall be kept indoors with no outdoor kennels.

Any and all animals, including household pets, require appropriate fencing to confine them to their Tract. No animal shall be permitted until the appropriate fencing is completed. It is each Owner's responsibility to install a gate and/or cattle guard to prevent cattle or other livestock from getting on the Main Roads. It is further the responsibility of the Owner who installs a gate to keep it closed at all times.

All lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of other Tracts.

Section 2.07 Excavation; Mining; Drainage. The commercial or industrial excavation, digging, mining, or removal of dirt, sand, gravel, caliche or other materials from any Tract is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction of roads or improvements on such Tract. There shall be no interference with established drainage patterns.

Section 2.08 Firearms, Hunting, and Target Shooting. All hunting and discharge of firearms must be done in compliance with all state and local laws, ordinances and regulations. No gun ranges, shooting ranges, gun clubs, or commercial firearms-related activities may be conducted on any Tract. Target shooting shall be permitted and shall be limited to either Saturday or Sunday for a period of three (3) hours once per month, during daylight hours, and directed away from any roadway or adjoining property. The target must be resting on the ground and be no more than three (3) feet high in order to cause the bullets to be absorbed by the ground.

Section 2.09 Wind Generation Equipment. No commercial wind generators, solar panel, electrical storage facilities or related equipment shall be erected or maintained on any Tract.

Section 2.10 Communications Facilities. No cellular communications facilities or other telecommunications facilities, including radio towers shall be erected or operated on any Tract so as to be visible from any other Tract or from any road or street.

Section 2.11 Control of Sewage Effluent. All wastewater facilities and equipment installed or maintained on a Tract must comply with all state and local health laws and regulations, and septic tanks must be installed in accordance with standards approved by Caldwell County, Texas, the Texas Commission on Environmental Quality (TCEQ) and any other applicable governmental entity. No outside toilets will be permitted on a Tract, and no installation of any type of device for disposal of sewage shall be allowed on a Tract which would result in raw or untreated or unsanitary sewage being carried in the streets, adjacent Tracts, or into any body of water. No portable toilets shall be allowed except for a month prior to construction of the home, guest house or barndominium. Any residential improvement must have a permitted septic system permitted by Caldwell County.

Section 2.12 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Tract agrees to hold Declarant harmless therefrom.

Section 2.13 No Sale of Water or Water Rights. The sale of water or water rights from any Tract is expressly prohibited. No wells may be dug.

Section 2.14 Exemption for Preexisting Structures. All preexisting structures, including but not limited to barns, fencing, corrals, windmills and other ranch accessories, which existed prior to the date of this Declaration of Easements, Covenants, Conditions and Restrictions, shall be exempt from the terms of this instrument.

Section 2.15 No Commercial Signage. No commercial signs shall be placed on any Tract, provided, however, a professionally made "For Sale" sign not exceeding four (4) square feet in size shall be allowed to advertise a particular Tract for sale or identify the location of bed and breakfast or vacation rental units as permitted under this Declaration of Easements, Covenants, Conditions and Restrictions.

Section 2.16 Driveways. All driveways and parking areas shall be constructed of gravel, asphalt or concrete for all Tracts less than three (3) acres.

Section 2.17 Vehicles, Boats and Trailers. Boats and trailers must be parked behind the barn or set back 300 feet from the public roadway or on the back half (1/2) of the Tract. No repairing of motor vehicles, boats and trailers requiring more than five (5) days to complete shall be permitted on any Tract. No motor vehicle, boat and trailer shall be left parked, abandoned or otherwise unattended in a specific location on any portion of any Tract or street within the subdivision for more than five (5) days and shall be set back 300 feet from the public roadway or on the back half (1/2) of the Tract. No motor vehicle, boat and trailer which is not in operating condition or not bearing current license plate and registration shall be placed or permitted to remain on the Main Road or on any portion of any Tract. Restoration of vehicles, boats and trailers is permitted providing all work is done in an enclosed garage. Any RVs, boats, travel trailers or 16' utility trailer shall be parked a minimum of fifty feet (50') from any side Tract boundary line set back 300 feet from the public roadway or on the back half (1/2) of the Tract. No Class C, commercial vehicles, commercial trailers, dump trucks, dump trailers, 18-wheelers, tractor trailers or cargo trailers are allowed. RV, motor home or travel trailers may be used as a temporary office or residence during construction for a period not to exceed twelve (12) months and shall be set back one hundred (100) feet from the public roadway.

**ARTICLE III**  
**SUBDIVISION AND BUILDING REQUIREMENTS**

Section 3.01 Subdivision. No Tract shall be further subdivided.

Section 3.02 Building Requirements. All proposed plans for constructing improvements on any Tract, including but not limited to homes, guest homes, garages, fencing, kennels, barns, RV barn, pools and storage building shall be approved by one or more of the Representatives. Plans shall be submitted prior to construction commencement and shall include color schemes. The Representatives shall have twenty-one (21) days to approve or disapprove of the plans in their sole and absolute discretion. All homes, barns and fencing must be earth tone colors, including but not limited to brown, tan, white, green, gray and black.

**ARTICLE IV**  
**MISCELLANEOUS PROVISIONS**

Section 4.01 Term. The provisions hereof shall run with all the Property and shall be binding upon all Owners and all persons claiming under them until December 31, 2050 at which time said provisions shall automatically terminate, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Declarant if Declarant is an Owner) of the Tracts, has been recorded agreeing to extend, amend or change, in whole or in part, this Declaration as set forth in Section 5.02.

Section 4.02 Severability. Invalidation of any one or more of the foregoing Protective Covenants, restrictions or conditions by judgment or Court order shall not affect the validity of any other covenant, restriction, or condition set forth herein which shall remain in full force and effect for all purposes.

Section 4.03 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement of the Owners (including the Declarant if Declarant is an Owner) owning at least two-thirds (2/3rds) of the acreage within the Property. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Any such amendment shall become effective when an instrument executed by the required number of Owners is filed for record in the Real Property Records of Caldwell County, Texas.

Section 4.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 4.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes of this Declaration.

Section 4.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Declarant, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 4.07 Enforceability. These restrictions are enforceable by Owners, the Declarant, and their respective heirs, legal representatives, executors, administrators, successors and assigns by any and all remedies allowed at law or in equity. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, Owners, the Declarant, and their respective heirs, legal representatives, executors, administrators, successors and assigns shall have the right (but not the obligation) to prosecute any proceeding allowed at law and/or in equity against the person violating or attempting to violate any such restriction or covenant. Failure to enforce any covenant or restriction herein contained shall in no

event be deemed a waiver of the right to do so thereafter against any person who has violated a covenant or restriction contained herein or expressed an intent to violate a covenant or restriction contained herein or is in the process of violating a covenant or restriction contained herein.

Section 4.08 Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record, or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 4.09 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa. The titles of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto, if any.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of this 13 day of NOVEMBER 2020.

Chisholm Cattle Company, LLC, a Texas limited liability company

By: James E. Chisholm  
James E. Chisholm, Managing Member

By: Joan F. Chisholm  
Joan F. Chisholm, Managing Member

Strawberry, LLC, a Texas limited liability company

By: James E. Chisholm  
James E. Chisholm, Managing Member

By: Joan F. Chisholm  
Joan F. Chisholm, Managing Member

Pecan, LLC, a Texas limited liability company

By: James E. Chisholm  
James E. Chisholm, Managing Member

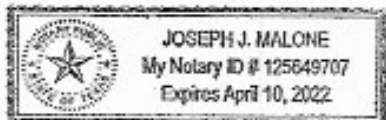
By: Joan F. Chisholm  
Joan F. Chisholm, Managing Member

James E. Chisholm  
James E. Chisholm

Joan F. Chisholm  
Joan F. Chisholm

STATE OF TEXAS )  
COUNTY OF HAYS )

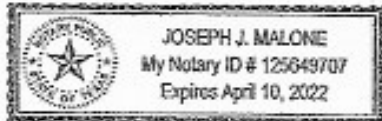
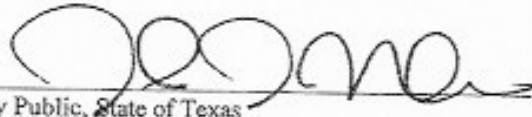
This instrument was acknowledged before me on 13 day of NOVEMBER 2020 by James E. Chisholm and Joan F. Chisholm, Managing Members of Chisholm Cattle Company, LLC, a Texas Limited Liability Company, on behalf of said company.



Joseph J. Malone  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF HAYS )

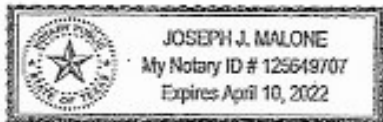
This instrument was acknowledged before me on 13 day of NOVEMBER 2020 by James E. Chisholm and Joan F. Chisholm, Managing Members of Strawberry, LLC, a Texas Limited Liability Company, on behalf of said company.



Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF HAYS )

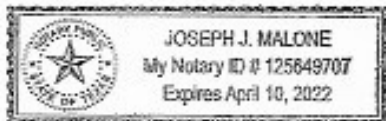
This instrument was acknowledged before me on 13 day of NOVEMBER 2020 by James E. Chisholm and Joan F. Chisholm, Managing Members of Pecan, LLC, a Texas Limited Liability Company, on behalf of said company.



Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF HAYS )

This instrument was acknowledged before me on 13 day of NOVEMBER 2020 by James E. Chisholm and Joan F. Chisholm.



Notary Public, State of Texas

## EXHIBIT "A"

Lots 1, 2, 3 and 4, BLUEBONNET MEADOWS, according to the map or plat thereof, recorded in Cabinet C, Slide 160, Plat Records, Caldwell County, Texas.

Lots 1, 2 and 3, INDIAN PAINTBRUSH ACRES ADDITION, according to the map or plat thereof, recorded in Cabinet C, Slide 193, Plat Records, Caldwell County, Texas.

Lots 1, 2, 3 and 4, INDIAN PAINTBRUSH ACRES, according to the map or plat thereof, recorded in Cabinet C, Slide 171, Plat Records, Caldwell County, Texas.

11.001 acres, situated in Caldwell County, Texas and being also a part of the JOHN H. FINCH SURVEY A-108 and being also a part of a tract of land called 437.795 acres and conveyed to James E. Chisholm et ux by deed recorded in Volume 507, Page 695, Official Records, Caldwell County, Texas.

11.103 acres, situated in Caldwell County, Texas and being also a part of the JOHN H. FINCH SURVEY A-108 and the THEODORE BISSELL SURVEY A-43 and being also a part of a tract of land called 437.795 acres and conveyed to James E. Chisholm et ux by deed recorded in Volume 507, Page 695, Official Records, Caldwell County, Texas.

11.117 acres, situated in Caldwell County, Texas and being also a part of the JOHN H. FINCH SURVEY A-108 and the THEODORE BISSELL SURVEY A-43 and being also a part of a tract of land called 437.795 acres and conveyed to James E. Chisholm et ux by deed recorded in Volume 507, Page 695, Official Records, Caldwell County, Texas.

11.003 acres, situated in Caldwell County, Texas and being also a part of the JOHN H. FINCH SURVEY A-108 and being also a part of a tract of land called 437.795 acres and conveyed to James E. Chisholm et ux by deed recorded in Volume 507, Page 695, Official Records, Caldwell County, Texas.