

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**DRAFT 9-15-10**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF AUSTIN

§

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS APPLICABLE TO  
RANCHES AT CAT SPRING**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by LAND OF OAKS DEVELOPMENT LLC (Developer).**

WHEREAS, Developer is the owner of the 434.948 acres of land subdivided into 11 Tracts known as Ranches at Cat Spring ("the Property") more particularly described in the plat thereof filed on \_\_\_\_\_ and recorded in Plat Cabinet \_\_\_\_\_, Page \_\_\_\_\_ in the Plat Records of Austin County, Texas, Austin County Clerk File No. \_\_\_\_\_.

WHEREAS, Developer desires to impose upon the Property the covenants, conditions and restrictions herein set forth.

NOW, THEREFORE, Developer hereby declares 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 each owner thereof and the Developer.

**ARTICLE I  
DEFINITIONS**

- Section 1.** "Owner" or "Owners" shall mean and refer to the record owner(s) of a fee simple title to any Tract out of the Property, but excluding those having such interest merely as security for the performance of an obligation.
- Section 2.** "Property" shall mean and refer to Ranches at Cat Spring hereinabove described and such additions that may be annexed to Unnamed.
- Section 3.** "Tract" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision plat of the Property.
- Section 4.** "Developer" shall mean and refer to Land of Oaks Development LLC and its successors or assigns.
- Section 5.** "Main Roads" shall mean Rubin Lee Road and Frantz Road as shown on the recorded subdivision map of the Property.

**ARTICLE II**  
**USE RESTRICTIONS AND CONSTRUCTION OF IMPROVEMENTS**

**Section 1.**    **Construction of Improvements.** Each Tract shall be used only for single-family residence purposes and improvements for agricultural or wildlife use as defined hereafter.

1.01    **Main Residence.** The main residence shall be a single-family residential dwelling and other structures (including guest houses or servants' quarters). All other structures shall not exceed the main residence in height. The design of garages and guest quarters shall be consistent with the main residence. The front of the main residence on Tracts 2, 3, 4, 5, 6, 7, and 8 shall face Rubin Lee Road. Tracts 1 and 9 may have an entrance on Frantz Road if given permission by Austin County Commissioner for the precinct. The front of the main residence on Tracts 1 and 9 may face either Frantz Road or Rubin Lee Road. The front of the main residence on Tracts 10 and 11 shall face Frantz Road.

1.02    **Minimum Square Footage.** The living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) shall have a minimum square footage as follows:

- a. not less than two thousand (2,000) square feet for a single-story home,
- b. not less than two thousand (2,000) square feet for a 1 1/2 story home, with at least 1,500 square feet of living area located on the first floor.
- c. not less than two thousand two hundred (2,200) square feet for a two-story home, with at least 1,100 square feet of living area located on the first floor.
- d. Not less than two thousand square feet of living area for all other styles of homes.

1.03    **Garages.** A residence shall have a minimum of a two-car enclosed garage, either attached or detached. All garages must be side or rear entry and not face any road, except garages that are blocked from view from all roads and all Tracts within the Property.

Carports are prohibited unless placed behind the main residence such that they cannot be viewed from the Main Roads. A porte cochere attached to the main residence is allowed so long as it is constructed of the same materials as the main residence and has a similar appearance to the main residence.

1.04    **Construction Timeframe.** Construction of the main residence may begin at any time after the Tract Owner has closed on the purchase of the Tract. Construction of the main residence and required minimum two-car garage must be completed within 18 months of beginning construction. The exterior of the main residence and garage must have a finished appearance within 6 months of beginning construction.

1.05    **Roofs.** Roofing materials for all buildings (including garage, guest quarters and all outbuildings) shall be new and designed and manufactured specifically for roofs. Metal roofs not treated to prevent rust are prohibited



on all buildings. The roof pitch of the main residence, garage and guest quarters must be 6:12 or greater. Tile roofs may have a pitch less than 6:12.

- 1.06 **Barns and Outbuildings.** All outbuildings shall be sided in materials that are earth tone in color such that they will blend with the natural flora, including such colors as green, dark red, brown or gray. No outbuilding shall be sided in unpainted metal siding or sided in bright colors such as bright red, blue or yellow. Buildings used for accessory or storage purposes shall be limited to not more than forty-five feet (45') in height.
- 1.07 **Living Quarters Within a Barn.** A home site may have a guest house or guest quarters located within a barn.
- 1.08 **Propane Tanks.** If propane tanks are installed, they must be installed behind the front line of the main residence and shall be obstructed from view from the Main Roads and from all other Tracts through use of shrubbery or fencing made of wood or masonry. Underground installation is permissible anywhere on the Tract that is not within a required setback.
- 1.09 **Manufactured Housing.** Manufactured and/or modular homes and recreational vehicles for use as a primary residence are strictly prohibited.
- Recreational vehicles including motor homes and travel trailers are permitted as long as they are used for occasional use. All recreational vehicles are to be stored within an enclosed building or sited in a wooded area where the recreational vehicle is not visible from any other Tract or from any Main Road. Only one recreational vehicle is allowed on any Tract at any given time.
- 1.10 **Houses Moved to Property.** Houses or barns may not be moved to a property to be used as a main residence, guest quarters, barn or other outbuilding.
- 1.11 **Exterior Materials.** The exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry (including brick or rock), stucco, log, hardiplank, cedar, or other wood siding.
- 1.12 **Exterior Colors.** The following colors shall be prohibited from use on the exterior: pink, coral, purple, bright blue, bright yellow-green, bright blue-green, bright yellow, bright orange and bright red.
- 1.13 **Driveways.** No construction of any improvements shall begin until a driveway crossing to the Main Road is constructed. Driveways shall be gravel, blacktop, asphalt and chip, paving stones, or concrete. Driveways shall be constructed no closer than forty feet (40') to any side boundary.
- 1.14 **Utility Lines.** All utility service lines, including but not limited to electric, telephone and TV must be installed underground.

**Section 2. Location of the Improvements on the Tract.** No building or other improvements shall be located on any Tract nearer than 200 feet (200') from

the Rubin Lee Road ROW or the Frantz Road ROW and seventy-five feet (75') to the side or rear Tract line.

**Section 3. Composite Building Site.** Any Owner of one or more adjoining Tracts may consolidate such Tracts into one single-family residence building site with the privilege of placing or constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Tract lines rather than from the singular Tract lines. Setbacks of combined contiguous Tracts with different setbacks from the Road must be maintained as if the Tracts were not combined.

A Tract Owner, who owns two or more contiguous Tracts, may combine said Tracts to form one Tract. However, the Owner of combined contiguous Tracts may transfer one of the Tracts only if no buildings are constructed within the setbacks, as defined herein, of any of the contiguous Tracts.

**Section 4. Easements.**

- 4.01 As shown on the recorded plat, easements for installation and maintenance of utilities are reserved (or will be reserved) by Developer, and no structure of any kind shall be erected upon any of said easements.
- 4.02 As shown on the recorded plat, the easements for the Main Roads are wider than the actual paved surface of the Main Roads. The Main Roads shall be constructed according to plans and specifications approved by Austin County, Texas, for maintenance by Austin County, Texas. However, each Tract Owner shall be solely responsible for the maintenance of any driveways from a Main Road to the Tract from that point where such driveways tie into the Main Road.

**Section 5. Use Restrictions.**

- 5.01 **Commercial Activity.** No retail, industrial, manufacturing, business, multifamily office building, or mixed use commercial activity is permitted on any Tract. Noxious or offensive activities of any sort including loud noises or anything done on any Tract that may be or become an annoyance or a nuisance to the neighboring Tracts shall not be permitted.
- 5.02 **Home-based Businesses.** Businesses and business activities not specifically excluded elsewhere in this instrument which involve use of office space in either residence, garage or other building and which involve no direct on-site sales are permitted. Home-based businesses are not permitted to have deliveries from or to the business using semi trucks or trailers.
- 5.03 **Signs.** Signs on the Property are prohibited, with the following exceptions:

Signs advertising the banks and construction companies involved in the construction of improvements are allowed during the construction phase. Signs advertising a property for sale or lease are also permissible. No sign may exceed six square feet or extend higher than four feet above the ground



and no sign shall be illuminated. No more than three signs shall be installed on the property at any single point in time.

- 5.04 **Outdoor Lighting.** No unshielded lamp or light of any kind is permitted. A security light, or lights, mounted on a building is permitted so long as it has a shade or shield that prevents the light from shining directly onto the ground within sixty feet (60') of side or rear boundaries.

Lighted outdoor riding and/or roping arenas without roofs and walls are prohibited.

- 5.05 **Non-Residential Structures.** None of the following structures may be used as a residence, at any time: structures of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings. Non-Residential structures may be used as building offices and for related purposes during the construction period and shall not be constructed, placed or installed more than thirty days prior to beginning construction on the main residence. Such structures shall be set back at least two hundred feet from the right-of-way along Rubin Lee Road and Frantz Road and shall be removed immediately after completion of construction.

- 5.06 **Subdivision.** Tracts may be subdivided as long as no resulting tract is smaller than 20 acres. If a Tract Owner chooses to subdivide, the Tract Owner must have a plat approved by the Austin County Commissioners Court and recorded with the Austin County Clerk and adhere to all of the Subdivision Rules of Austin County in effect at the time the Tract is subdivided.

**Section 6.** **Storage of Automobiles, Boats, Trailers and other Vehicles.** No boat trailers, boats, campers, or trailers of any kind shall be stored or parked outside of a building on the property. No inoperable vehicles or vehicles larger than one ton shall be stored outside of a building.

No semi trucks or trailers are allowed to be parked or stored on any Tract or within any Main Road right-of-way, except temporarily as needed to make deliveries to Tract Owners. Deliveries related to home-based businesses requiring semi trucks or trailers are not permitted.

**Section 7.** **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 Tract. No wells (excluding water wells and septic tanks), tanks, tunnels, mineral excavation, or shafts shall be conducted or permitted upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Tract.

**Section 8.** **Agricultural Use.** For purposes hereof, the term "agricultural use" shall be limited as follows:

- 8.01 **Commercial Livestock.** Raising of livestock shall be permitted; however, feed lot operations are prohibited. Livestock shall be limited to one (1) animal unit per two acres. Raising of swine and poultry are strictly

prohibited. Any animal with un-weaned offspring shall be deemed and considered to be a single animal unit.

- 8.02 **Non-commercial Livestock and Poultry.** Rabbits, poultry, and other livestock raised for non-commercial purposes, including as 4-H, FFA, and vocational agricultural projects and for personal use, shall be allowed only if maintained at least fifty feet (50') behind the back wall of the main residence in a fenced or penned area located no nearer than seventy-five feet (75') from any Tract line. Swine are prohibited.

- 8.03 **Crops.** Raising of crops is permitted.

- 8.04 **Dogs and Cats.** Dogs shall be limited to one dog per eight acres and not to exceed three dogs per Tract. If two or more Tracts are combined for one residence, the total number of dogs allowed shall not exceed the number that would be allowed for all of the combined Tracts if sold individually. Dogs shall not be allowed to roam freely and must be leashed or confined within a building or fenced area. Cats shall be limited to one cat per eight acres.

No breeding or boarding of dogs, cats or other pets is allowed if such activity would cause the number of animals to exceed the number permitted herein.

**Section 9.** **Noxious or Dangerous Activities.** Any activities that may endanger the health or unreasonably disturb the peaceful enjoyment of other Owners of adjoining land are prohibited.

- 9.01 **Firearms.** No pistol, rifle, shotgun or any other firearm or explosives or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except for the protection of Owners of the Tracts and their property or animals from predators or nuisance varmints in a lawful manner.

- 9.02 **All Terrain Vehicles.** Use of all terrain vehicles (ATVs) is permissible.

**Section 10.** **Fences.**

- 10.01 All fencing constructed along the ROW for Frantz Road and Rubin Lee Road shall be maintained such that the fencing has a neat and well-kept appearance. Existing fencing along the ROW for Frantz Road and Rubin Lee Road may be removed or replaced at the discretion of the Tract Owner.

Fencing constructed along the ROW for Frantz Road and the ROW for Rubin Lee Road shall not exceed fifty-four inches (54") in height.

Fencing exceed fifty-four inches (54") in height may be constructed within two hundred feet (200') of the ROW for the Main Roads.

- 10.02 **Side boundary fencing.** If the owner chooses to fence side boundaries, the fencing shall not exceed fifty-four inches (54") in height from the front property line that is the Rubin Lee Road ROW extending two hundred feet into the Tract. Fencing exceeding fifty-four inches (54") in height may be constructed at any point deeper than two-hundred feet (200') from the ROW



for the Main Roads. Hurricane-type or chain-link fences are prohibited for use as boundary fencing. Chain link fencing that is constructed at least seventy-five feet (75') from a side boundary for the purpose of confining dogs or other animals is permissible.

- 10.03 **Shrubbery, trees and hedges** are permitted along all boundaries, except the boundary along Rubin Lee Road. No shrubbery or trees shall be planted by Owner within six feet (6') of the Rubin Lee Road ROW in order to avoid interference with underground electric and phone lines. Existing trees within six feet (6') of the Rubin Lee Road ROW may remain. In most cases, the Rubin Lee Road right-of-way is estimated to be approximately twenty-four feet (24') outside the edge of the Rubin Lee Road pavement and approximately thirty-five feet (35') from the centerline of Rubin Lee Road. For the exact location of these rights-of-way, each Owner should consult a licensed surveyor. Austin County may remove existing trees that are located in road right-of-ways, at its discretion.

**Section 11. Protection of Creek and Drainage.** No obstruction of the creeks on the property shall be permitted. Construction of ponds, driveways, and buildings shall be done in such a manner that water shall not be caused to pool on any other Tract. Ponds must either be stocked with fish or aerated such that the pond does not support mosquito larvae.

**Section 12. Septic Systems and Water Wells.** Prior to occupancy of a home, or any livable building each Tract Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by applicable law, including the laws of the State of Texas and the rules and regulations of Austin 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 Tracts, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Austin County, Texas.

**Section 13. Mowing.** Each Tract Owner is responsible for shredding the grass on his/her Tract a minimum of once annually.

### **ARTICLE III GENERAL PROVISIONS**

**Section 1. Enforcement.** All restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration shall run with the land. Any Owner, or the Developer, shall have the right to enforce all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration. Failure by the Owners or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Owners or Developer may recover reasonable attorney fees and court costs incurred in the effort to enforce the deed restrictions.

**Section 2.** **Term - Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded ("Initial Term"). At the end of this initial 30-year term and any successive extensions thereof, these Restrictions will be extended automatically for successive periods of ten (10) years each, unless terminated prior to the end of the term by filing in the Official Records of Real Property of Austin County, Texas an instrument signed by those Owners of at least seventy-five percent (75%) of the Tracts. This Declaration may be amended by an instrument signed by those Owners of not less than seventy-five percent (75%) of the Tracts.

**Section 3.** **Annexation.** Developer may annex additional residential property and/or Common Area to the Property without approval or consent of Owners of the Tracts. The annexed property will be similarly restricted for single-family residential use only.

**Section 4.** **Lienholder.** \_\_\_\_\_ ("Lienholder") joins herein solely for the purpose of subordinating the liens held by it of record upon the Property to the covenants, conditions and restrictions contained herein.

IN WITNESS WHEREOF, the undersigned Developer has executed this Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**DEVELOPER**  
**Land of Oaks Development LLC**

By: \_\_\_\_\_  
Nancy S. Naron, President

By: \_\_\_\_\_  
Dennis M. Holder, Vice-President

THE STATE OF TEXAS  
COUNTY OF AUSTIN

This instrument was acknowledged before me on \_\_\_\_\_, 2010 by Nancy S. Naron, President, Land of Oaks Development LLC and by Dennis M. Holder, Vice-President of Land of Oaks Development LLC.

\_\_\_\_\_  
Notary Public, State of Texas