

Declaration of Covenants, Conditions and Restrictions

Effective Date: October 10, 2019

Declarant: Dendro Holdings, LLC, a Texas Limited Liability

Company Declarant's Address:
Dendro Holdings, LLC
201 W. Polk St
Burnet, Texas 78611

Property: BEING approximately 195.69 acres of land, more or less, in Lampasas County, Texas, and said 195.69 acres being out of the C. L. Meador Survey No. 2, Abstract No. 1491, and the H. T. & B. R.R. Co. Survey No. 3, Abstract No. 345, in Lampasas County, Texas; said 195.69 acres being the remnant of that 1,439.52 acre tract as described in Deed from Kimberly Conger Skinner a/k/a Kimberly C. Skinner, and Katherine E. Magee f/k/a Katherine Elise Wood to Dendro Holdings, LLC, dated January 2, 2019 and Effective as of January 8, 2019, and recorded in Volume 551, Page 678 of the Deed Records of Lampasas County, Texas;

SAVE AND EXCEPT from the 1,439.52 acre tract the following property:

First Tract: That tract of 775.73 acres, more or less, in Lampasas County, Texas, as described in Deed recorded in Volume 554, Page 266 of the Deed Records of Lampasas County, Texas; and

Second Tract: That tract of 468.10 acres in Lampasas County, Texas, described in Deed recorded in Volume 557, Page 795 of the Deed Records of Lampasas County, Texas

Definitions

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

"Declarant" means DENDRO HOLDINGS, LLC, a Texas Limited Liability Company, and any successor that acquires all unimproved property owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Owner" means every record Owner of a fee interest in the Property.

"Residence" means a detached building designed for and used as a dwelling by a Single Family. This term shall not include single wide mobile homes but will include, to the extent they comply with the covenants, conditions and restrictions set forth herein, double wide mobile homes and manufactured housing.

"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 (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"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 Property. All Owners and other occupants of the Property by their acceptance of their deeds, leases, or occupancy of any portion of the Property agree that the Property is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property 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 any portion of the Property.

3. Each Owner and occupant of any portion of the Property agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Covenants and Restrictions

1. Except as hereinafter provided, no part of the Property shall be used for any purpose other than residential.

2. All residences constructed on the property must be constructed with new materials.

3. All residences constructed on the property shall contain at least 1,000 square feet, exclusive of open porches, breezeways, carports and garages. All construction shall be completed with reasonable diligence and exterior construction must be completed within eighteen (18) months after construction is started. No residence shall be occupied unless all exterior construction on the residence is complete.

4. No single wide mobile homes or house trailers are allowed on the property; however double wide mobile homes and manufactured homes will be allowed provided they comply with the covenants, conditions and restrictions set forth herein.

5. No trade or business of any kind shall be conducted on the Property, save and except for home based business, not open to the public, farming and ranching is allowed and livestock, except as hereinafter provided, may be raised, bred or kept on the Property. No pigs or hogs, except as hereinafter provided. Chickens or other fowl may be kept on the Property in an amount that is reasonably practicable for personal consumption. All chickens or fowl must be kept in a pen and stored in a manner that is not offensive to neighbors. No commercial feed lots or hog farms are allowed on the Property.

Notwithstanding the above provisions, if the Property is not subdivided then not more than two (2) FFA or 4-H or similar project of a child may be allowed on the property (which projects may include, without limitation, a hog or pig, or chickens) so long as they are kept in a pen. If the Property is subdivided, then, notwithstanding anything herein, one (1) FFA or 4-H or similar project of a child, may be allowed on each tract resulting from such subdivision (which project may include, without limitation, a hog or pig or chickens), so long as the same is not offensive to neighbors and the animals or chickens are kept in a pen.

For the purposes of ranching activities and the raising, breeding and keeping of livestock on the Property, the number of animals permitted on the Property shall be limited to the average stocking rate of native grass pastures in Lampasas County, Texas. However, if improved grasses are introduced on the Property, then the number of animals permitted shall be limited to the average stocking rate of improved grass pastures in Lampasas County, Texas.

6. No dirt, sand, rock, gravel, caliche or similar materials may be removed from the Property.

7. No noxious or offensive activity shall be carried on upon the Property. Nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

8. The Property shall not 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. Trash and waste shall not be burned on the Property but shall be removed by the owner using a commercial trash pick-up service or by the owner himself removing the trash or waste from the Property.

9. All residences and other improvements on the Property shall be kept in a good state of repair and condition.

10. All domestic animals shall be contained within the boundaries of the Property or in the control of a responsible individual.

11. No outside, open, or pit type toilet shall be allowed on the Property and all plumbing shall be connected to an approved septic or sewer system. All septic and sewage disposal systems must comply with the requirements, rules and regulations of the appropriate governing agencies.

12. No structure of a temporary character, any tent, shack, garage, barn, unfinished residence, barn or other outbuilding shall, at any time, be used as a residence or dwelling, either temporarily or permanently. A travel trailer or motor home may be used as temporary living quarters during construction of a new home, for a maximum period of nine (9) months.

13. No oil well drilling, development or refining, and no mineral quarrying or mining operations of any kind shall be permitted on the Property. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on the Property. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on the Property.

14. No junk yards, repair yards or wrecking yards shall be located on the Property. Any vehicle in a state of disrepair or which is unlicensed or unregistered that is placed on the Property for more than two (2) weeks shall constitute a "junk yard" except when stored in a garage or building. All vehicles on the Property must have current licenses and registration and be in regular use.

15. No commercial signs of any kind shall be displayed in public view on the Property except for signs advertising that the Property is available for sale or rent. In the latter event, only one sign not more than 10 square feet may be placed on any single parcel of the Property for advertising purposes.

16. The property and improvements thereon shall not be used for any purpose that is in violation of any environmental law.

17. There is imposed a 150 foot (150') setback from all property lines. No Structure, Vehicle, Residence, deer blind, animal feeder or any other item, no matter the size, shape or composition, shall be constructed, placed or parked within the setback area.

C. Exceptions

1. None

D. General Provisions

1. *Term.* The above Restrictions, Covenants and Conditions shall be effective for a term of twenty (20) years from the date of recording after which period these Restrictions, Covenants and Conditions shall automatically be extended for successive periods of ten (10) years subject to termination by an instrument signed by 67 percent of the owners.

2. *No Waiver.* Any owner of any portions of the Property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions imposed herein. Failure to enforce any covenant or restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. 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 67 percent of the Owners.

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. If a legal proceeding is commenced due to a controversy, claim or dispute arising in relation to the above Restrictions, Covenants and Conditions, their breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

DENDRO HOLDINGS, LLC,
a Texas limited liability company

By: *Debra Ann Jordan-Stepan*
DEBRA ANN JORDAN-STEPAN, Member

STATE OF TEXAS)
COUNTY OF Bexar)

This instrument was acknowledged before me on the 16 day of October, 2019, by DEBRA ANN JORDAN-STEPAN as Member on behalf of DENDRO HOLDINGS, LLC, a Texas limited liability company.

Adrian Ortiz
Notary Public, State of Texas

