

**Declaration of Restrictive Covenants of the
Dove Meadows
Subdivision**

Basic Information

Date: June 12, 2018

Declarant: Brooks Mill Ltd., a Texas Limited Partnership

Declarant's Address:

3420 CR 252
Bertram, TX 78605

Property: Dove Meadows, Phase II, a subdivision in the City of Bertram, Burnet County, Texas as shown by Plat recorded under Instrument No. 201806131 of the Official Public Records of Burnet County, Texas.

Definitions

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

"Declarant" means Brooks Mill Ltd., 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.

"Declarant Control Period" means a period in which Declarant reserves the right to facilitate the development, construction, and marketing of the subdivision and the right to direct the size, shape, and composition of the subdivision. During the Declarant Control Period, the Declarant may amend any Covenant, Condition, Restriction or dedicatory instrument. However, the Declarant may not incorporate less restrictive architectural restrictions than are contained in the original declaration. The Declarant Control Period shall cease when all Lots are conveyed to owners other than a Declarant or a builder in the business of constructing homes who purchased the lots from the Declarant for the purpose of selling completed homes built on the lots.

"Easements" means Easements 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 record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Instrument No. 201806131 of the real property records of Burnet 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 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 on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this 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, leases, or occupancy of any Lot agree that the Subdivision is subject to the 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 agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat 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 landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures 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 of rubbish;
- e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed 2 confined to a fenced yard or within the Residence;
- h. any commercial or professional activity except reasonable home office use;
- i. the renting of a portion of a Residence or Structure;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except –
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;

iii. Declarant, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern or the natural flow of surface water;
- o. hunting and shooting; and
- p. occupying a Structure that does not comply with the construction standards of a Residence.

D. Construction and Maintenance Standards

1. *Lots*

a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence, provided that such consolidation does not violate any municipal or county ordinance, the Burnet County Subdivision Regulations, city or county replat requirements or result in any building site having a front Lot line of less than one hundred (100) feet. Also, if two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with this Paragraph, then the combined area shall be considered as one Lot and any easements prescribed elsewhere herein or on the Plat which are located along the common lines of the Lots or the portions of Lots which resulted in said Lot or new building site shall be automatically waived and cancelled.

b. *Subdivision Prohibited.* No Lot may be further subdivided.

c. *Easements.* No easement in a Lot may be granted.

d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.

- b. *Maximum Height.* The maximum height of a Residence is 2 stories.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1200 square feet.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.
- f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 30 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 60 days and the Lot restored to a clean and attractive condition.
- g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences.
- h. *Antennae.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any Lot.
- i. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- j. *Landscaping.* Landscaping must be installed within 30 days after occupancy.

3. *Building Materials for Residences and Structures*

- a. *Roofs.* Only composition roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color.
- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- c. *Exterior Walls.* All Residences must have at least 25 percent of the front exterior walls, including exposed foundation, of stone or brick or masonry, minus windows and doors. All other siding must be comprised of hardiplank material.
- d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete or asphalt. Sidewalks must be 5' wide and connect to any existing

sidewalks on either side and must be adjacent to the curb and gutter. Sidewalks must be installed on the following lots at the expense of the builder:

Block 1, Lots 56 – 60 and Lot 62

Block 2, Lot 44

Block 4, Lots 25 – 48

Block 5, Lots 1-7

e. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

4. *Construction Period*

Declarant, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

E. Architectural Control Committee

a. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three (3) persons, which shall serve at the pleasure of the Declarant. The initial committee members are Daniel E. Floyd, Wynn Floyd and Matthew Harper. Documents required under this section must be submitted via certified mail to the following address:

Dove Meadows Architectural Control Committee
3420 County Road 252
Bertram, Texas 78605

b. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall or other structure;
- (b) Any exterior addition, change or alteration in any building, fence, wall or other structure;
- (c) Any landscaping or grading of any lot or lots.

c. To obtain approval to do any of the work described above, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work.

d. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions and restrictions, and (2) ensure harmony of external design in relation to

surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

e. If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

F. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* 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.* Upon expiration of the Declarant Control Period, 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. *Annexation of Additional Property.* On written approval of Declarant and not less than 75 percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

Brooks Mill Ltd., by and through its General
Partner, Daniel E. Floyd

STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on _____, 2018, by Brooks Mill, Ltd acting by and through Daniel E. Floyd, its General Partner.

Notary Public, State of Texas

My commission expires: _____

After recording, please return to:

Henson & Rockafellow, PLLC
205 S. Pierce St.
Burnet, TX 78611
Tel: (512) 756-4100
Fax: (512) 756-2900