

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**3DR RANCHES
FRIO COUNTY, TEXAS**

THE STATE OF TEXAS §
 §
COUNTY OF FRIO §

THIS DECLARATION, made on the date hereinafter set forth by 3DR INVESTMENTS, LLC, a Texas limited liability company, hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant desires to create a rural residential community with designated “Tracts” (as that term is defined herein) for the benefit of the present and future owners of said Tracts on the following described real property owned by Declarant:

Tracts ____ through ____ as shown on survey plat _____ attached hereto (the “Property”).

WHEREAS, Declarant desires to ensure the preservation of the values in said community and to this end desires to further subject the above-described Property, together with such additions as may hereafter be made thereto as herein provided, to the covenants, conditions, restrictions, and easements, each and all of which is and are for the benefit of said Property and each of the owners thereof;

WHEREAS, the easements, restrictions, covenants and conditions contained in this Declaration are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having any right, title or interest in the Property in whole or in part, and their heirs, successors and assigns. These easements, covenants, conditions and restrictions shall be for the benefit of the Property, each Tract, and each Tract Owner; and

NOW, THEREFORE, Declarant hereby declares that the above-described property is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, conditions, restrictions and easements hereinafter set forth, as follows:

Definitions

1. “Residential Use” shall mean single-family detached dwellings.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract or portion of the Property excluding, however, those

having any interest therein merely as security for the performance of an obligation.

3. "Mobile Home" shall mean and refer to: (1) a HUD-code manufactured home as defined in the Texas Manufactured Housing Act, Chapter 1201 Of the Texas Occupations Code; or (2) a ready-built home constructed prior to June 14, 1976 and at a temporary location in a manner in which the entire living area is contained in a single unit for the purpose of selling and moving to another location.
4. "Modular Buildings" shall mean and refer to a structure that is constructed in one or more modules or constructed using one of more modular component and built at a location other than the permanent site, and/or erected or installed on a permanent foundation system.
5. "Front of the Property" shall mean the property boundary line of the Property adjacent to and contiguous with FM 472.
6. "RV" or Recreational Vehicle shall mean a van, travel trailer or motor home equipped with such things as beds and cooking equipment so that people can live in it temporarily, usually while on vacation.

Covenants, Conditions and Restrictions

1. The Property and each Tract therein shall be used only for Residential use.
2. One Single family residence, only, may be constructed on each Tract within the Property. Commercial or retail development and multi-family housing such as duplexes, condominiums and apartments, are strictly prohibited.
3. All structures must be built on-site. No mobile, tiny, modular, pre-manufactured and/or industrial-built home shall be used as a dwelling located or stored on the Property.
4. No more than two permanent metal, rock, and/or Hardie Plank barn, storage buildings, or workshops shall be allowed. Such two buildings shall be no larger than 3,000 square feet; or, one storage building of no more than 6,000 square feet. The front line of the storage building must be built behind the back line of the location of the main dwelling and away from FM 472 and not in front of the main dwelling. Except for authorized barndominiums, living quarters of storage buildings may be part of the building to be lived in for no more than 18 months while the main residence is being constructed; however, it shall not be lived in as a permanent residence.

5. No water wells shall be drilled on the Property and no sanitary sewage disposal system(s) shall be installed on Property until all required permits from any regulatory agencies have been obtained. No structure shall be occupied until water service is connected and an approved private sewage system is installed. On-site sewage facility (septic system) is required.
6. No more than twelve Domestic Livestock Animal Units are allowed on the Property. "Domestic Livestock Animal Units" refers to the category and number of domestic livestock animal units identified in the Animal Unit Equivalent Chart promulgated by the National Resources Conservation Service and found at: <https://www.nrcs.usda.gov>. No swine shall be raised, bred, or kept on the Property except where the animal is to be kept as a 4-H or FFA project. A maximum of eight head (8) may be kept for such projects. No more than 12 grown chickens are allowed on the Property.
7. No more than six household pets may be kept outside. Puppies and kittens are not counted in this total until they are weaned from their mother. Animals must not be permitted to run at large, but must be confined to the Owner's Property or controlled by a restraint device.
8. The discharge of any explosives, or a repetitive noise such as a gun range which is audible from adjacent Property is prohibited on the Property. Any use or activity that results in a nuisance or annoyance to adjoining Tracts or Owners of any portion of the Property such as, without limitation, any use that omits obnoxious or offensive noises or odors is prohibited. With the exception of doves, hunting is permitted by archery only. Dove hunting with a shotgun is allowed during dove season only, but only so long as bbs or any projectile from the shotgun do not cross the boundary of the Property onto an adjacent property. No hunting with a rifle or pistol is allowed.
9. Motor vehicles that are disabled or mechanically inoperable on a public street may not be stored or parked on the Property, except for repairs or restoration, provided that such vehicles must be stored behind the back line of the main dwelling. RVs or Recreational Vehicles not used for temporary housing while an owner's home is being constructed may also be stored on the property; but, must be stored behind the back line of the main dwelling.
10. All vehicles parked on the Property must have current inspection and license registration. One medium or heavy-duty commercial-type truck or trailer, including 18-wheel tractor trailer rig, may be parked on the Property provided the vehicle is 500 feet off of the main access road. An exception would be for construction and/or repair equipment while the Property is being built upon or repaired in the immediate vicinity and provided that such

commercial-type vehicle is parked for no more than 48 hours.

11. Setback Requirements. No structure or improvement, except fences, may be located within 100 feet of the Front of the Property or 50 feet of any side or rear property line.
12. No portion of the Property shall be used or maintained as a landfill, bury pit, or dumping ground. Trash, garbage, rubbish, or other waste shall not be kept on the Property, except in sanitary containers.
13. No portion of the Property shall be used for the open storage of any materials visible from the road or any neighboring property, except that any new building materials used in the construction of improvements erected upon the Property may be placed upon the Property at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements. Promptly following completion of improvements, such building materials shall either be removed from the Property or stored in a suitable enclosure on the Property.
14. All buildings and structures constructed on the Property shall be completed within 18 months from the date the foundation is poured, or materials are stored on the Property (whichever is earlier). All construction must be performed by an experienced, competent general contractor. Owners shall only be allowed to live temporarily in an RV, or Recreational Vehicle while their home is being constructed within the 18 month period; but no more.
15. All mining activity (including, but not limited to stone, gravel, sand, caliche) and exploration of any type which will damage the surface is prohibited.
16. Signage and symbols used to for marketing are prohibited except in the case of a resale of the property in which one "For Sale" sign no larger than 36" X 36" is allowed.
17. After the initial division and sale of the Property in the _____ initial Tracts as shown in Exhibit "_____" attached hereto, the Tracts may not be further subdivided. For the purpose of financing the purchase of a Tract only, the Tracts may be purchased in more than one parcel but shall not be re-sold in less than one single Tract.
18. No commercial activity to which the general public is invited shall be conducted on the Property. Only a profession or business (e.g., accounting) where there are no more than five clients visiting the property per day shall be allowed.

19. The Property shall not be used for public or private road purposes, and no public or private road shall be built to extend through any portion of the Property to allow access to adjacent Property without the consent of the affected Tract Owner and the owners of adjacent Tracts.

Reservation of Easements

There is hereby reserved and established a ten foot (10') easement along the boundaries of each Tract within the Property for the installation and maintenance of utilities and drainage for the benefit of all of the Tracts within the Property. Said utility and drainage easements are as shown on the survey plat attached hereto as Exhibit “_____”. Right of reasonable and necessary use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation or removal of such utility.

Duration and Amendment

The covenants, conditions and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 75 percent of the Owners. So long as Declarant owns one or more Tracts in the Property, the covenants, conditions, restrictions and easements of this Declaration may be amended by a written instrument signed by Declarant and filed in the Official Public Records of Frio County, Texas. After Declarant has sold all of the Tracts in the Property, the covenants, conditions, restrictions and easements of this Declaration may be amended by a written instrument signed by more than 75 percent of the Owners of the Tracts in the Property. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Frio County, Texas, and all requisite governmental approvals, if any, have been obtained.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this _____ day of _____, 2021.

3DR INVESTMENTS, LLC, a Texas limited liability company

By: _____
Robert Anthony Flores, Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF FRIO §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Robert Anthony Flores, as Manager of 3DR INVESTMENTS, LLC, a Texas limited liability company.

Notary Public, State of Texas

**INSERT EXHIBITS
(REPLACE THIS PAGE)**