

# French John Creek Ranches

06-5384

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS, }

COUNTY OF LLANO. }

That JOHN STEVEN HOERSTER and PETER HOLMES, hereinafter called Developers, is the owner of FRENCH JOHN CREEK RANCHES, a subdivision in Llano County, Texas, according to the map or plat thereof recorded in Volume 1302 Page 398, Llano County, Texas, to which map or plat and its record reference is here made for further description, being a subdivision of 257.8 acres, more or less, in Llano County, Texas, in consideration of the mutual benefits which will accrue to the owners of the lots in said subdivision, hereby adopt the following restrictions for the development of said subdivision, which restrictions shall be binding upon Developers, its or their successors or assigns, and all persons claiming under them or their heirs or assigns, unless amended as herein provided for and filed of record in the Official Public Records of Llano County, Texas.

### SECTION I ARCHITECTURAL CONTROL

1. No dwelling house or other structure of any kind may be built upon any of the Tracts in said Subdivision until the plans and specifications have been submitted to the Property Owners Association ("POA") herein, his successors, heirs and assigns, and approved in writing. POA shall approve said plans and specifications unless in his written opinion the finished product would materially and detrimentally affect the value of the land and properties in the Subdivision or do not meet the restrictions as listed herein.

### SECTION II USE RESTRICTIONS

1. The Tracts of this subdivision, except for Tracts 1 and 16, shall be used only for homesites of single family dwellings and approved outbuildings of permanent construction; and shall not be used for any retail or commercial business. The same owner of two or more adjacent tracts may combine them for building purposes. There shall be no more than one (1) main residence and one (1) guest house or extended family house per tract. Tracts 1 and 16 may be used for commercial, residential and/or agricultural purposes.

2. Any residence constructed on a lot shall be of all new material and shall have a minimum of 1,600 square feet of floor space exclusive of garages, carports, and porches, patios, driveways, terraces, etc. and a minimum of fifty (50%) of the outside construction shall be of brick, stone, masonry or of log home construction.

3. No prefabricated, modular or mobile homes will be permitted on any lot. No trailer house, camper, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence or dwelling either temporarily or permanently. There shall be no trailer parks on any tract.
4. All fences constructed must be of new materials and be built in a professional manner. Fences constructed of wire must contain a minimum of five (5) strands.
5. No lot shall be used, sold or conveyed as a public or private road or street other than to provide ingress and egress to and from tracts in this subdivision.
6. Any dwelling commenced on the subject property shall be completed with reasonable diligence, and in all events, shall be completed as to the exterior within one (1) year from the commencement of construction. No building material of any kind shall be placed or stored on the subject property until the owner is ready to commence construction.
7. No building shall be constructed on the property until provisions have been made for drainage of surface water to off site without drainage across adjacent property. Drainage shall be into the street or road area or into natural drainage areas.
8. No junk yards or wrecking yards permitted on any tract.

SECTION III  
EXTERIOR OR TRACT MAINTENANCE

1. No tract shall ever be used for outside, unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage, or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and behind tract improvements so they are not readily visible from front of the tract. No open trash pits shall be permitted.
2. The residence and other buildings must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.
3. No excavation of any dedicated roadway will be permitted. Roadway crossings will be through road borings and require POA approval.

SECTION IV  
TRACT SIZE, SET BACK LINES AND EASEMENTS

1. No tract may be re-subdivided prior to January 1, 2016, and after that date, there shall be no re-subdivision of any tract that contains less than five (5) acres.

2. Except for fences, no buildings or structures of any nature shall be erected nearer than fifty (50') from any dedicated street nor erected on any utility easement as set forth in (4.) below.
3. All residences shall be constructed with a driveway of either concrete, asphalt or base material at least ten (10') in width running from the street to the improvements.
4. An easement ten (10') feet in width adjacent to the property line and around the entire perimeter of the subject property is expressly reserved for the purposes of constructing and maintaining conduits, telephone, electric light poles, towers and other equipment to supply any public or private utility services.

SECTION V  
OTHER RESTRICTIONS

1. ANIMALS. Domestic animals and livestock, specifically horses, cattle, and also poultry may be raised, bred and kept on any tract provided a tract has been properly fenced to contain such animals, and they are not kept, bred or maintained for any commercial purpose so long as same is not offensive to neighbors and is kept in a pen consistent with other improvements on the property specified herein. No swine, except for FFA and 4-H projects, may be kept on any tract under any circumstances. The number of animals permitted shall be limited to not more than two (2) head per two and one-half (2.5) acres. A 4-H or FFA club swine, goat, calf, or lamb, or similar project, may be kept on the premises.
2. SIGNS. For sale signs and signs by the contractor or builder erecting improvements on the property will be permitted, provided that no sign of any type shall be larger in size than six (6) square feet.
3. VEHICLES AND BOATS. Vehicles and boats which are not in running order shall not be kept on a tract over thirty (30) days unless such vehicle is in a closed garage. No commercial repairing of motor vehicles shall be permitted on any tract. No commercial trailers, house trailers, trucks in excess of one (1) ton load weight and other similar vehicles shall be parked repeatedly or stored outside on said premises for extended periods of time of more than five (5) consecutive days. There shall be no more than two (2) boats and two (2) RV's stored on any tract at any given time.
4. HUNTING. There shall be no commercial hunting on any of the tracts.
5. MINERALS. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Tract, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Tract. No gravel pits or excavations shall be permitted. No dirt, soil, or gravel shall be removed from the property and transported elsewhere.

6. NOXIOUS OR OFFENSIVE ACTIVITIES. No noxious or offensive activity shall be carried on or conducted on any Tract, nor shall any activity be engaged in that it is an annoyance or a nuisance to owners of the other Tracts.

7. SANITARY REGULATIONS. All buildings shall be equipped with approved sanitary plumbing fixtures and plumbing installation meeting the requirements of the National Plumbing Code and shall have sewage disposal and water supply facilities meeting the requirements standards of the State of Texas, Llano County or other appropriate governing entity. Outdoor toilets are prohibited.

8. Construction materials, auto parts, junk and trash not intended for immediate use must be kept out of sight of neighboring properties and French John Creek Road.

9. No unlawful, hazardous activity, or hazardous materials, shall be permitted on any tract.

#### SECTION VI

#### ASSESSMENTS AND PROPERTY OWNERS ASSOCIATION ENFORCEMENT

1. An initial assessment of ~~\$200~~<sup>\$4,000</sup> per Tract per year shall run against each Tract for the maintenance of roadways and other improvements with annual increases equal to the annual increase of the U.S. Government Consumer Price index for this area over the previous year, or if such indices is not available, then the annual increase shall be other acceptable annual inflation indices. Such assessment shall be and is hereby secured by a lien on each Tract respectively and shall be payable to Property Owners Association on the first day of January of each year commencing January 1, 2007. The lien for the assessment provided for herein shall be subordinate to the liens of any valid mortgages or deed of trust. Sale or transfer of any tract shall not affect the assessment lien. No sale or transfer shall release such Tract from liability and liens for any assessments thereafter becoming due. JOHN STEVEN HOERSTER, or his assigns, shall be the initial Property Owners Association. The initial Property Owners Association, or his/their assigns, or any owner of any Tract shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions, and reservations now or hereafter imposed by these restrictive covenants. However, the provisions of architectural control as above set forth may be enforced only by the Property Owners Association or assigns or persons to whom such enforcement powers may be specifically assigned.

After the Developers have sold nine lots, the Property Owners Association shall consist of persons selected by the Tract Owners with one vote per tract. The Tract Owners shall decide the number of the members of the Property Owners Association which shall be no fewer than three persons and no more than 16 members.

#### SECTION VII

#### GENERAL PROVISIONS

1. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision and all other provisions shall remain in full force and effect.

2. DURATION AND AMENDMENTS. These restrictions shall be effective for a period of twenty-five (25) years from date of execution hereof; however, during such period of time, any one or more such restrictions may be altered, amended, or cancelled by the Property Owners Association, his or their heirs or assigns, with written consent of three-fourths (3/4) of the Tract Owners. The owners of such property to be entitled one vote for each tract owned by them ( Example: Should any one owner own five (5) tracts, then such owner will be entitled to five (5) votes. At the expiration of twenty-five (25) years from the date of the execution of these restrictions, these restrictive covenants may be extended for successive periods of ten (10) years each from and after said date, provided that three-fourths (3/4) of the then owners of the Tracts approve said extension in writing. Each tract owner to be entitled to one vote (Example: If one owner owns five (5) tracts, then such owner will be entitled to five (5) votes). Any amendment, alteration, cancellation or extension of any of the foregoing restrictive covenants must be in writing and be filed with the County Clerk of Llano County, Texas, in order to be effective.

3. Any waivers of any of the restrictive covenants must be granted by the Property Owners Association and only for good cause shown.

EXECUTED this 14 day of May, 2006.

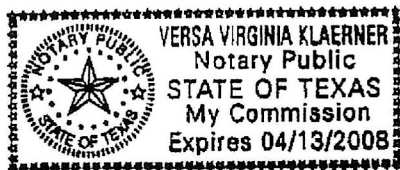
  
\_\_\_\_\_  
JOHN STEVEN HOERSTER

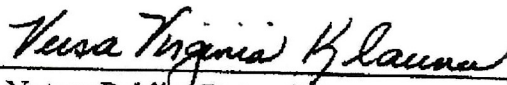
  
\_\_\_\_\_  
PETER HOLMES

THE STATE OF TEXAS, }

COUNTY OF GILLESPIE. }

The above instrument was acknowledged before me on the 15<sup>th</sup> day of MAY, 2006, by JOHN STEVEN HOERSTER.



  
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Notary Public, State of Texas

DLR/RH/RE-185/HOERSTER RESTRICTIONS

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THE STATE OF TEXAS, }  
COUNTY OF Bexar }

The above instrument was acknowledged before me on the 17 day of May, 2006, by PETER HOLMES.



Bobbi Ann Ford  
Notary Public, State of Texas

Retto:

J Steven Hoerster MD  
204 West Winfield  
FBG Tx 78024

DLD/RH/RE-185/HOERSTER RESTRICTIONS

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STATE OF TEXAS  
COUNTY OF LLANO

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Llano County, Texas.

FILED  
AT 10:25 CLOCK A M  
ON THE 19 DAY OF  
May A.D.  
2006.

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Bette Sue Hoy

BETTE SUE HOY  
COUNTY CLERK, LLANO CO, TEXAS  
VOL. 1366 PAGE 335-340  
RECORDED 5-19-06

BETTE SUE HOY  
COUNTY CLERK  
LLANO COUNTY, TEXAS  
BY Cherise  
DEPUTY 36M