

Declaration of Covenants, Conditions, and Restrictions

16029446-01776 RD

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made by Christopher Danze and Sheri Danze ("Declarant"), whose mailing address is 2407 Oak crest Avenue, Austin, Texas 78704.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Hays County, Texas, described as follows: Lots 1, 2, and 3, Danze Estates, a subdivision in Hays County, Texas.

The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1

Definitions

Lot

1.01. "Lot" means Lot 1 or Lot 2 or Lot 3 of the Property.

Owner

1.02. "Owner" means the record owner or owners of the fee simple title to any Lot in the Property. "Owner" does not include a person having only a security interest in a Lot.

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ARTICLE 2

Building Location

2.01. No building may be located on any lot nearer than 40 feet from the front lot line, nor nearer than 5 feet from the southern side lot line, nor nearer than 15 feet from the northern side lot line, nor nearer than 20 feet from the rear lot line.

Nuisance

2.02. No noxious or offensive activity may be carried on upon any Lot, nor may anything be done on a Lot which may become an annoyance or nuisance to the neighborhood.

No Temporary Structure as Residence

2.03. No structure of a temporary character, mobile home, basement, tent, shack, garage, barn or other outbuilding may be used on any lot at any time as a residence either temporarily or permanently, excepting one travel trailer which does not exceed 30 feet in length and which is not located nearer than 200 feet from the front lot line, nor nearer than 40 feet from the rear lot line.

Signs

2.04. No sign of any kind may be displayed to the public view on any Lot excepting a sign affixed to the side of a building or a sign constructed of masonry and located on the surface of the Lot. No sign affixed to a pole or post is allowed.

No Oil and Mining Operations

2.05. No oil drilling, oil development operations, oil refining, quarrying or mining operations will be permitted on or in any Lot, nor will oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected, maintained or permitted on any Lot.

Animals

2.06. No swine of any type may be kept on any lot but other livestock, poultry or typical household pets are permitted, provided that they are not kept, bred, or maintained for any commercial purposes.

Garbage and Refuse Disposal

2.07. No Lot may be used as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of waste material must be kept in a clean and sanitary condition. Materials incident to construction of improvements may be stored on Lots temporarily during construction.

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Fences

2.08. No fence, wall or hedge may be built or maintained forward of the front building setback line.

Buildings Previously Constructed Elsewhere

2.09. No mobile home or building previously constructed elsewhere is allowed on any Lot in the Subdivision, excepting no more than two mobile structures designed primarily for office use may be placed on a Lot and excepting one travel trailer as described in Section 2.03, above.

Lot Maintenance

2.10. All lots in the Property must be maintained in a sanitary, healthful and attractive manner.

ARTICLE THREE

General Provisions

Enforcement

3.01. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction 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.

Severability

3.02. Invalidity 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.

Covenants Running With the Land

3.03. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real 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 Lot and each Lot Owner.

Duration and Amendment

3.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 25 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 50 percent of the Owners. The covenants,

conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the real property records of Hays County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

3.05. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

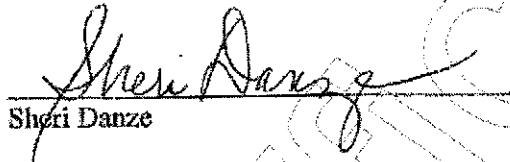
Liberal Interpretation

3.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 29 day of August, 2016.

Declarant:

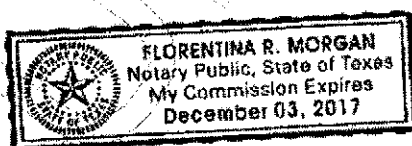

Christopher Danze


Sheri Danze

STATE OF TEXAS

COUNTY OF Hays

This instrument was acknowledged before me on Aug. 29, 2016, by Christopher Danze.

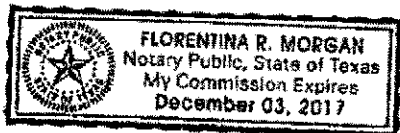


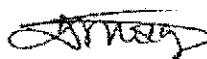

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Hays

This instrument was acknowledged before me on Aug. 29, 2016, by Sheri Danze.





Notary Public, State of Texas

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