

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR

\_\_\_\_\_ (some type of legal description)

WHEREAS, THIS Declaration of Covenants, Conditions and Restrictions (this “Declaration”) is made this \_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, a \_\_\_\_\_ (i.e. Texas limited partnership), whose maining address is \_\_\_\_\_, (“Declarant”), and is the owner of certain real property located in Hays County, Texas, more particularly described as (legal description, i.e. lot \_\_\_\_, \_\_\_\_\_ subdivision, Hays County, Texas recorded in Volume \_\_\_\_, page \_\_\_\_-\_\_\_\_ of the \_\_\_\_\_ records of Hays County, Texas) (“Premises”);

WHEREAS, Declarant proposed to develop and improvement the Premises with an option to construct buildings for multifamily residential purposes;

WHEREAS, if multifamily residential land uses are developed on the Premises, land use compatibility issues may exist with the current land uses present at 15019 North Interstate Highway 35, more particularly described as 10.48 acres of land; being 10.00 acres of land out of the JS Irvine Survey, Abstract 255, recorded in volume 390, page 357, Deed Records of Hays County, Texas; and 0.48 acres of land out of the JS Irvine Survey, Abstract 255, recorded in volume 390, page 362 and further identified as a reservation for ingress/egress in volume 390, page 363, Deed Records of Hays County, Texas (“Adjoining Property”);

WHEREAS, Declarant desires to hold and from time to time convey or lease the Premises, or any portion thereof, subject to certain protective covenants, conditions, restrictions, liens, and charges hereinafter set forth pursuant to this plan for development with respect to the Premises;

NOW, THEREFORE, KNOW ALL ME BY THESE PRESENTS, that it is hereby declared: (i) that all of the Premises shall be held, sold, conveyed, leased and occupied subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Premises and shall be binding on all parties having any right, title, or interest in or to the Premises or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Premises or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**Article 1:**

1.01 Declarant, their heirs, successors and assigns, shall establish a one-hundred-fifty (150) foot setback along the property line with the Adjoining Property for any buildings containing residential land uses on the Premises.

1.02 Declarant, their heirs, successors and assigns, shall construct a barrier utilizing earthen berms and/or masonry walls to achieve a minimum eleven (11) foot high barrier above finished floor elevation of the bottom floor of the nearest building containing residential land uses, if residential land uses are constructed on the Premises. The peak finished height of such barrier shall be located on the highest point of the property within (30) feet of the property line with the Adjoining Property.

1.03 Declarant, their heirs, successors and assigns, shall plant a vegetative screen, such as bamboo, between the peak finished height of the above-referenced barrier and the property line with the Adjoining Property if residential land uses are constructed on the Premises. Such vegetative screen shall achieve a minimum height at maturity of twenty-five (25) feet. Plant specimens shall be planted at the minimum recommended spacing for the species in order to achieve complete screening. If bamboo species are utilized for this purpose, clumping varieties may be used. If a bamboo species is selected from a running variety, rhizome barrier shall be installed to a minimum depth of three (3) feet at the property line with the Adjoining Property, slanted outward at the top and projecting two (2) inches above finished grade.

## **Article 2:**

2.01 This Declaration may be amended or rescinded by the Declarant, their heirs, successors and assigns so long as the Owner of the Adjoining Property, their heirs, successors and assigns have consented in writing to the amendment or rescinding. No amendment by Declarant shall be effective until there has been recorded in the Official Public Records of Hays County, Texas an instrument executed and acknowledged by Declarant and the Owner of the Adjoining Property, their respective heirs, successors and assigns, and setting forth the amendment or rescinding. Notwithstanding the foregoing, Declarant, their heirs, successors and assigns may amend this Declaration at any time to correct typographical and grammatical errors.

2.02 Except as otherwise provided herein, the owner of the Adjoining Property shall have the right to enforce all provides of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

2.03 The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

2.04 The owner of the Adjoining Property shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

2.05 The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

2.06 Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

2.07 All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration on this the \_\_\_\_ day of \_\_\_\_\_, 2013.

**DECLARANT:**

\_\_\_\_\_, a \_\_\_\_\_ (i.e. Texas limited partnership)

By: \_\_\_\_\_  
Name, \_\_\_\_\_ (title)

STATE OF TEXAS §  
  §  
COUNTY OF HAYS §

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_ (i.e. Texas limited partnership), on behalf of said (i.e. Texas limited partnership).

\_\_\_\_\_  
Notary Public, in and for the State of Texas

\_\_\_\_\_  
Name Printed

Commission Expires: \_\_\_\_\_