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RESTRICTIONS

Parties: EMH CATTLE COMPANY  
to  
RIVER HILLS RANCH

FILED AND RECORDED  
REAL RECORDS

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By: gallen  
Gwinda Jones, County Clerk  
Erath County, Texas

8 Pages



STATE OF TEXAS  
County of Erath

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Erath County.

Gwinda Jones, County Clerk

A handwritten signature in cursive script that reads "Gwinda Jones".

Record and Return To:  
CROSS TIMBERS TITLE



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**RIVER HILLS RANCH**

STATE OF TEXAS           §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ERATH       §

EMH Cattle Company a Texas Corporation, duly authorized to do business in the State of Texas, is hereinafter referred to as "Developer",

**WITNESSETH:**

WHEREAS, Developer is the owner of that certain tract of land known as RIVER HILLS RANCH consisting of 253.75 acres of land situated in Erath County, Texas (hereinafter referred to as the "Property" or the "Subdivision"), as described in a plat ("Plat") of RIVER HILLS RANCH (hereinafter referred to as "River Hills Ranch"), recorded in Cabinet B, Slide 101A, of the Plat Records in the office of the County Clerk of Erath County, Texas on the 27th day of July, 2010, after having been approved as provided by law; and

WHEREAS, the Plat subdivides the Property into 48 lots, herein referred to as the "Lots";

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such River Hills Ranch in order to establish a uniform plan for its developed sale, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in River Hills Ranch and to preserve the values of the Lots and improvements thereon;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon River Hills Ranch and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner of a Lot in the Subdivision ("Owner").

**ARTICLE I  
RESERVATIONS, EXCEPTION AND DEDICATIONS**

**Section 1.01 - Recorded Subdivision Map of the Property**

The "Plat" dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to River Hills Ranch. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of River Hills Ranch recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, whether specifically referred to therein or not.

**Section 1.02 - Utility Easements**

- a. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Erath County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telephone line or lines,

cable television, or any other utility Developer deems necessary to install in, across and/or under such utility easements. Should any utility company furnishing a service covered by any easement in these Restrictions, request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement along and within the set line of any Lot without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

b. No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such utility easement by the Owner shall be constructed, maintained and used at the Owner's risk and, as such, the Owner of each Lot subject to said utility easements shall be responsible for repairing any damage to said improvements caused by any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the utility easements.

### **Section 1.03 - Drainage Easements**

Developer reserves for public use the drainage easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in Real Property Records of Erath County, Texas, for the purpose of constructing, maintaining or repairing drainage outlets, pipes, and other facilities to insure proper storm drainage for the benefit of River Hills Ranch. All dedicated utility easements may be used for the construction of drainage swales in order to provide for improved surface drainage of the Lots and roadways in the Subdivision. No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements, including the construction of ponds and dams; however, notwithstanding the foregoing, the Developer may construct ponds or dams for the purpose of controlling water drainage and beautification.

### **Section 1.04 - Title Subject to Easements**

The Owners of their respective Lots shall not be deemed to own pipes, wires, conduits, or other service lines and equipment running through their Lots which are utilized for utility service. The Developer may convey title to said easements to the public or to a public utility company.

## **ARTICLE II ARCHITECTURAL CONTROL**

### **Section 2.01 – Architectural Control Committee**

For a period of seven (7) years from the date of the filing of these Restrictions, the Architectural Control Committee shall consist only of the President of EMH Cattle Company. Following the expiration of the seven (7) year period, the President of EMH Cattle Company

shall appoint three Lot owners to serve as the Architectural Control Committee. In the event a Lot owner, serving on the Architectural Control Committee, desires to resign from such position it shall be his/her obligation to locate and appoint a replacement Lot Owner.

### **Section 2.02 – Architectural Control Committee Approval Requirement**

The plans, a site plan, colors and a description of the construction materials for all dwellings, detached garages, workshops, fences, guest houses and storage/accessory buildings must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on any Lot. The Architectural Control Committee shall review and approve the plans, site plan and construction materials at its sole discretion, and shall approve same if the quality, design, materials, workmanship, and color of the proposed improvements comport with the other improvements in the Subdivision and these Restrictions. The Architectural Control Committee's approval or disapproval of plans shall be final and conclusive and shall not be required to suggest or aid in a cure for matters disapproved. The Architectural Control Committee shall only be concerned with the appearance and not the structural integrity of the proposed improvements. It is the Architectural Control Committee's intent to exercise this approval process in a manner to promote the harmony of the exterior design of all improvements in the Subdivision, and to prevent odd, bizarre, or peculiar designs, colors or materials that detract from the overall appearance of the Subdivision. Any approval of Architectural Control Committee must be in writing; however, any plans or other materials not disapproved by Architectural Control Committee in writing within thirty (30) days of receipt thereof shall be deemed approved but only to the extent that same do not violate these Restrictions.

## **ARTICLE III USE RESTRICTIONS**

### **Section 3.01 - Single Family Residential Construction**

a. No building shall be erected, altered, placed or permitted to remain on any Lot other than one dwelling unit per each Lot to be used for residential purposes with all homes being site constructed. The term "residential purposes" shall be construed to prohibit manufactured housing, mobile homes or trailers being placed on said Lots or the use of said Lots for duplex houses, condominiums, townhouses, apartment houses or any other multi-family structure. This restriction shall not prevent the construction a guest house or "mother-in-law" quarters which are intended to be used primarily for the lot owner's guests or family. Guest houses or "mother-in-law" quarters must be constructed to match the exterior of the primary residence on the same Lot. Lot 20 shall be specifically excluded from the above restriction that would prevent the construction of a duplex house, condominium, townhouse, apartment house or other multi-family structure.

b. All dwellings must have at least 2,000 square feet of living area (i.e., heated and air conditioned), excluding porches, and a minimum of a two car enclosed garage. All dwellings must be built with new construction material with exterior walls being 80% masonry or glass. For purposes of this restriction, "hardie plank" or any like type of manufactured fiber cement product, plywood siding, vinyl siding, aluminum siding, asbestos siding, and masonite siding do not qualify as masonry.

c. Detached garages and carports are permitted and must be of 80% masonry or glass with the structure constructed to match the exterior of the primary residence on the same Lot. Carports may be constructed in addition to the requirement of an enclosed

garage contained in Section 3.01c above but not in lieu thereof. For purposes of this restriction, the 80% requirement for detached garages and carports shall be calculated without taking into consideration the garage door(s).

d. Storage/accessory buildings may be built or placed on a Lot so long as they are of good construction, kept in good repair and are not used for residential purposes. Prior to erecting, altering or placing any such building, Owner shall be required to comply with the requirements of Section 2.02 of these Restrictions.

### **Section 3.02 – Driveway Construction**

Prior to the beginning of construction of a dwelling unit on a Lot, the Owner of the Lot shall cause a driveway to be built from the nearest roadway to the dwelling's construction site. All driveways must include a concrete apron and drainage culvert with said apron extending from the roadway to the Owner's property line. Driveway culverts must be of sufficient size to afford proper drainage of ditches without backing water up into any ditch or diverting flow. Concrete apron and drainage culvert installation are subject to the inspection and approval of Erath County and must be installed prior to the beginning of any construction on the Lot.

### **Section 3.03 - Composite Building Site**

Any Owner of one or more adjoining Lots or portions thereof may, with the prior written approval of the Architectural Control Committee and Erath County, consolidate such Lots or portions into one Lot, with the privilege of placing or constructing improvements on such resulting site, in which case the set back lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the Plat.

### **Section 3.04 – Prohibition against Subdividing Lots**

No Owner of a Lot shall further subdivide any Lot.

### **Section 3.05 - Easements and Building Setbacks**

A forty five foot (45') set back is hereby imposed from all front boundary lines of each Lot. A ten foot (10') set back is hereby imposed from the side boundary lines of each Lot. A twenty five foot (25') rear set back is hereby imposed from all rear boundary lines of the Lots. No building shall be constructed between the boundary lines of a Lot and such set back line. Nothing herein shall prohibit the construction of a fence or driveway within such area; however, any such construction shall be subject to the provisions of Section 1.02b above.

### **Section 3.06 - Use of Temporary Structures**

No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other accessory building shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently.

### **Section 3.07 - Fences**

The maximum height of any fence on a Lot shall not exceed ten feet (10'). All fences must be constructed with new material. No fence shall be closer to the front boundary line of a Lot than the front line of the house unless first approved by the Architectural Control Committee. The type and materials of all fences shall also be approved by the Architectural Control

Committee. Owners of all Lots that front U.S. Highway 281 must keep the fence intact and in good repair and when repairing said fence such repairs must match the existing fence.

### **Section 3.08 - Garbage, Trash Disposal and Burning**

Garbage and trash or other debris accumulated in this Subdivision shall not be permitted to be dumped at any place within this Subdivision. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such materials shall be kept in sanitary containers and shall be disposed of regularly and shall not be permitted to become a public nuisance. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No burning of articles other than leaves, tree limbs or grasses shall be allowed within the Subdivision.

### **Section 3.09 – Ponds or Dams**

Developer may construct ponds or dams for the purpose of controlling water drainage and beautification. The construction of ponds or dams by Lot Owners shall be permitted; however, the construction of any such pond or dam shall be subject to the approval of the Architectural Control Committee.

### **Section 3.10 - Duty of Maintenance**

Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Lot so owned and occupied, including improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse and wastes;
- b. Keeping driveways in good repair;
- c. Complying with all government health and policy requirements;
- d. Repair of exterior damage to improvements;
- e. Maintenance of installed landscaping in a neat condition;
- f. Maintenance of exterior painted surfaces in an attractive manner and replacing any worn or rotten exterior portions of the improvements.

### **Section 3.11 - Animal Husbandry**

No swine or poultry of any kind shall be raised, bred or kept on any Lots. Dogs and cats or other common household pets may be kept on a Lot. There shall be no more than four (4) outside adult dogs or cats per household. Dogs must be kept in a kennel, dog run, or fenced-in area that confines said dogs to that area. Dogs will not be permitted to run loose in the Subdivision and must be vaccinated for rabies according to State law and registered with Erath County once a year. The feeding and raising of livestock for club projects for personal use may be permitted provided, however, that these activities are not maintained as a commercial enterprise and that all livestock kept and maintained in accordance with any applicable law or ordinance. No livestock, other than club projects, may be kept on any Lot being less than five (5) acres. No more than six (6) head of livestock may be kept on Lots in excess of five (5) acres. "Livestock" for purposes hereof shall mean cattle, emu, llamas, sheep and horses. Although in excess of five (5) acres, no livestock shall be kept on Lot 6.

### **Section 3.12 - Signs**

No sign of any kind shall be displayed to the public view on any Lot other than the Owner's name, small real estate or construction sign, or signs placed by the Developer. Any such signs, with the exception of signs placed by the Developer, shall not be any larger than two foot (2') by two foot (2'). No such signs shall be placed in a position being visible from U.S. Highway 281 without first receiving approval from the Architectural Control Committee.

### **Section 3.13 - Parking and Junked Vehicles**

Trucks, other than motor homes or travel trailers with tonnage in excess of one (1) ton shall not be permitted to park on the streets of the Subdivision overnight. No Lot shall be used as a depository for abandoned or junked motor vehicles. No junk of any character, or dilapidated structure or building of any kind or character, shall be kept on any Lot.

## **ARTICLE IV GENERAL PROVISIONS**

### **Section 4.01 - Enforcement**

If any party owning any Lot or part thereof in the Subdivision or their heirs or assigns shall violate or attempt to violate any Restrictions, then any Owner(s) of another Lot or Lots or the Developer shall have the right to injunctive relief, by temporary restraining order, temporary writs of injunctions, and permanent writs of injunction, and shall have the right to recover full damages as the same may be determined, accruing as a result of any such violation. This right of relief and recovery shall be extended to the Developer and each and every Owner of any Lot or part thereof in the Subdivision who may be aggrieved by a violation. If the Developer or any Owner of a Lot employs counsel to enforce or defend these Restrictions, then the Developer or Owner prevailing in any suit brought under these Restrictions shall be entitled to receive his attorney's fees and court costs in any judgment.

### **Section 4.02 - Term**

The provisions hereof shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (25) years from the date these are recorded. After said twenty (25) years, these Restrictions shall be automatically extended for successive periods of five (5) years each unless an instrument signed by a majority of the Owners of the Lots has been recorded, agreeing to terminate the Restrictions in whole or in part.

### **Section 4.03 – Votes of Lot Owner**

Each Lot shall have a total of two (2) votes with the Owner of said Lot possessing one (1) vote and the Developer having the other. Once the Developer no longer owns any Lots in the Subdivision, its votes shall revert back to the Owner of his/her respective Lot or Lots.


### **Section 4.04 - Amendment**

These Restrictions may be amended in whole or in part with the consent of fifty-one percent (51%) of the votes, as evidenced by a written amendment bearing the signatures of such. Further, for so long as the Developer owns any Lot, such amendment shall only be valid if Developer has consented to such amendment by executing same. An amendment shall be valid once same has been duly recorded

in the Real Property Records of Erath County, Texas.

EXECUTED this the 21st day of September, 2010.

EMH Cattle Company, a Texas Corporation



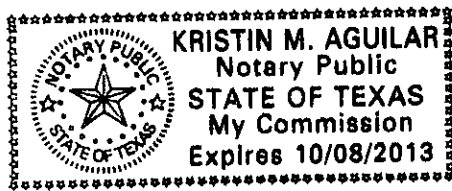
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Andy Hansen, President

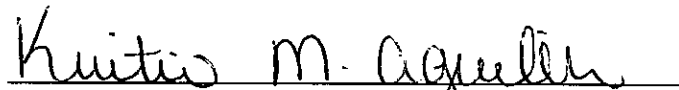
**ACKNOWLEDGMENT**

STATE OF TEXAS )

COUNTY OF ERATH )

This instrument was acknowledged before me on September 21, 2010, by Andy Hansen, as the President of EMH Cattle Company, a Texas Corporation, on behalf of said corporation.



  
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Notary Public, State of Texas