

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRIAR CREEK RESERVE
Williamson County, Texas**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Declaration of Covenants, Conditions and Restrictions for Briar Creek Reserve-, sometimes referred to herein as “restrictions” or as “CCRs”, is made by Ark Plus, LLC, a Texas limited liability company (“Declarant”), on the date signed below.

PROPERTY SUBJECT TO DOCUMENT

Declarant owns the real property described in Exhibit A of this Declaration, together with the improvements thereon. Declarant declares that the property described in Exhibit A will be owned, held, transferred, sold, conveyed, leased, occupied, used, insured and encumbered subject to the terms, covenants, conditions, restrictions and easements of this Declaration, which run with the real property and bind all parties having or acquiring any right, title or interest in any part of the property, their heirs, successors and assigns, and inure to the benefit of each Owner of any part of the property.

ATTACHMENTS:

EXHIBIT A – Description of Real Property

ARTICLE 1 - DEFINITIONS

The following words and phrases, whether or not capitalized, have specified meanings when used in the Governing Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

“Applicable Law” means the statutes and public laws and ordinances in effect at the time a provision of the Governing Documents is applied.

“County” means Williamson County, Texas.

“Declarant” means Ark Plus, LLC, a Texas limited liability company, which is subdividing the Property, or the successors and assigns of Ark Plus, LLC.

“Declaration” means this document, as it may be amended from time to time.

“Governing Documents” means, singly or collectively as the case may be, each governing instrument covering the establishment, maintenance, and operation of Briar Creek Reserve. The term includes this Declaration, the Plat, and any Guidelines which may be adopted.

“Lot” means a portion of the Property for which independent ownership has been established by a deed from Declarant and also as provided in Article 2.2.

“Majority” means more than half. A reference to “a majority of Owners” in any Governing Document or applicable law means “Owners of at least a majority of the Lots”, unless a different meaning is specified.

“Owner” means a holder of recorded fee simple title to a Lot.

“Property” means all the land subject to this Declaration and all improvements, easements, rights and appurtenances to the land that is described in Exhibit A to this Declaration.

“Public View” – means any activity, property location or structure that is visible from a public roadway.

“Resident” means an occupant of a dwelling, regardless of whether the person owns the Lot.

ARTICLE 2 – PROPERTY

2.1 Briar Creek Reserve. The property described in Exhibit A, shall be subdivided into lots with said subdivision to be known as “Briar Creek Reserve”.

2.2 SUBDIVIDING OF LOT: Once a Lot has been sold by Declarant, the lot shall not be further subdivided for a period of five years from the date of this document. After that, the lot may be subdivided provided that each parcel has a minimum of four acres.

2.3 EASEMENTS Each lot shall be subject to a 10’ general utility easement along each side property line, a 15’ general utility easement along the rear property line and a 15’ public utility easement along Cr 226. In the event that the public road is widened, the 15’ public utility easement shall be relocated to 15’ along the widened roadway. Such easement may be used by the Declarant or his assigns, by owners of property within this subdivision, by public utility providers and by local or state governmental utility providers for the installation and maintenance of utility lines and structures. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all restrictions, easements, licenses, leases and encumbrances of record, each of which is incorporated herein by reference.

ARTICLE 3 - CONSTRUCTION AND IMPROVEMENTS

3.01 USEAGE: Except as expressly provided in this Declaration to the contrary, each Lot will be used primarily for residential, farming, ranching and/or wildlife enhancement purposes. Owner is not required to build a residence on the Lot.

3.02 BUILDING SET-BACKS

No building may be placed within 75’ of a public roadway, or within 15’ of the side or rear property lines.

3.03 RESIDENTIAL STRUCTURES

3.03 A CONSTRUCTION AND MATERIALS

All buildings constructed shall be of quality construction and shall be constructed of approved building materials. “Quality construction” relates to construction performed by a trained, qualified builder with home construction experience.

3.03 B NUMBER OF DWELLINGS: Owner may construct one primary single family dwelling and one secondary single family dwelling on the Lot, but no more than two single family dwellings may be constructed on the lot and no more than two single families are allowed to reside on the Lot.

3.03 C PRIMARY RESIDENCE

- a) If a single story, the structure must include a minimum of 1500 square feet of heated and cooled area;
- b) Must be constructed on a concrete slab
- c) The minimum roof pitch shall be four (4) feet by twelve (12) feet.
- d) Thirty five percent (35%) of the first floor exterior walls on the front must include masonry provided that the ACC may remove the masonry requirement for log homes and appealing designs based on all wood siding
- e) Approved building materials for exterior walls of residential buildings include only brick, stone, stucco, wood, wood siding, or a cementitious-fiber planking product like "Hardi-Plank". These building materials must be specifically identified on the plan submittal and dimensions noted. For purposes of this declaration, only brick, stone, and stucco are considered "masonry".
- f) Approved building materials for roofs of residential buildings are slate, Galvalume standing seam metal, tile, dimensional composite shingles or built-up flat roofs. Composite shingles, must have a minimum manufacturer's warranty rating of twenty-five (25) years and constructed of Architectural Dimension Shingle (mid-weight), and with the approximate color of either muted brown, weathered wood or gray.
- g) Must include an attached or detached garage for a minimum of 1 car but no more than 5 cars. The garage must be constructed using the same exterior design and materials as the primary residence
- h) **LOG HOMES.** Approved building materials for exterior walls of residential structures shall include logs provided the log materials are manufactured by a company that specializes in the log home industry. The ACC shall have the right to remove the masonry requirement for appealing log home designs
- i) **BARNDOMINIUM STYLE** Roof must have a minimum pitch of 4/12 and the roof must overhang and extend past the exterior walls a minimum of twelve (12") inches on all sides visible from public view. Metal siding must be specifically approved by the ACC, which shall have the right to place strict limitations on the location, type, shape and design of the metal. Any metal siding must be shaped with small ribs on 8"-12" center, the metal roof and metal walls must be painted contrasting colors, the metal siding on walls must be placed so the ribs are vertical. Window and doors must include a minimum 3" wide trim piece of a contrasting color. Doors and windows must be residential in style. The plan must include porches and other features to enhance the residential appearance and must meet the masonry requirement. The intent of this provision is to allow barndominium construction that employs methods resembling a typical residential home and to prohibit construction methods that have the appearance of a commercial building or shop.

3.03 D Secondary Residence:

- a) Must be constructed to the same construction and material specifications as the primary residence except there is no minimum square footage or garage requirement. A secondary residence may be constructed as part of a garage or barndominium.
- b) The Secondary Residence may be built prior to the construction of the Primary Residence, provided however that if the Secondary Residence has less than 1500 Square feet of living area then: i). it may only occupied on an Occasional Basis except during or after the construction of the Primary residence, and ii). it must be placed a minimum of four hundred feet from the public road, and iii). it must be out of Public view.

3.03 E MANUFACTURED OR MOVE-IN HOMES

No mobile homes or other structures that are completely or partially constructed offsite may be moved onto the property including single, double or triple wide mobile homes, modular homes, prefab homes, or other move-in buildings, regardless of whether the same are placed on a permanent foundation. This Article does not apply to move-in structures specifically allowed by other provisions of this Declaration.

3.04 BARN, SHOP AND OTHER BUILDINGS: To avoid unsightly storage and keep the area attractive, each owner will construct a barn and/or other buildings to provide storage for equipment and supplies needed to

facilitate the residential, farming, ranching and wildlife activities of the Owner on the Tract. Approved building materials include any materials approved for the residential structures as well as metal siding, metal doors and metal roofing, provided however that corrugated metal may not be used on the exterior of any structure. Buildings specifically must not be used for commercial activity as further explained elsewhere in these Declarations. No buildings or any part thereof may be leased or rented for storage or any other purpose. No more than three such buildings may be constructed on the Tract and the combined area of the buildings shall not exceed 4000 square feet unless a variance is granted by the ACC.

3.05 ACCESSORY STRUCTURES. Accessory structures, such as gazebos, storage sheds, playhouses and greenhouses, must contain no more than 500 square feet each and no more than four accessory structures will be allowed without specific approval of the ACC. Accessory structures may be constructed on the Tract or may also be constructed offsite and moved onto the Tract. All such structures shall be appropriately maintained in a reasonably neat, clean and attractive manner. No Accessory Structure shall be used at any time as living quarters. Failure to adequately maintain the appearance of such items shall constitute grounds for its removal, upon the request of the ACC.

3.06 COMMERCIAL SHIPPING CONTAINER. A commercial shipping container is defined as metal structure or box which is typically used in the shipping industry for transporting freight. One, but no more than one, commercial shipping container may be placed on the property as an Accessory Structure provided it is painted to match other structures on the property or painted beige, tan or other earth-tone color that blends with the existing landscape, and provided it is placed out of Public View. The ACC must approve the structure and paint color prior to Owner placing structure on the property.

3.07 TIMING OF CONSTRUCTION

The construction of any structure must be completed within twelve months from the date construction begins on that structure.

3.08 SEPTIC SYSTEMS. Installation of any septic-tank soil-absorption sewage-disposal system shall be in accordance with minimum recommendations by the division of Sanitary Engineering, Texas State Department of Health and inspected by a duly authorized agent of the Williamson County Health Department.

3.09 MAINTENANCE AND REPAIR OBLIGATIONS Each Owner, at the Owner's expense, must maintain all improvements on his Lot, including but not limited to the dwelling, barns, storage buildings, fences, sidewalks and driveways. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each Owner is expected to maintain his Lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each Owner must repair and replace worn, rotten, deteriorated and unattractive materials, and must regularly repaint all painted surfaces, and keep yard areas regularly mowed.

ARTICLE 4 – USE RESTRICTIONS

4.01 ANIMAL RESTRICTIONS.

Horses, cattle, mules, donkeys, goats and sheep may be kept on Lots, provided no more than one livestock unit per acre of land may be maintained on each Lot. A mature cow, donkey, mule or horse shall constitute one livestock unit. A young calf, young colt, sheep or goat shall each constitute one-half of a livestock unit. Chickens or turkeys shall be allowed as long as such birds are kept in a coup and do not exceed 5 birds per acre. Pigs and hogs are not allowed on any lot unless the pig or hog is being raised as a show animal in a youth program such as 4H, FFA, FHA, or other area youth livestock programs and then no more than a total of three with such animals housed in a suitable pen, barn or other such facility that is maintained in a clean manner. Dogs, cats or other household pets not to exceed a total of ten (10) in number (exclusive of unweaned offspring), may be kept on the lot provided they are kept in a manner that confines the pet on the Owner's lot and the pet does not disturb

the peaceful enjoyment of the Residents of other Lots. All livestock and pets must be registered, licensed and inoculated against disease as required by law.

4.02 BUSINESS USE

Except as may be specifically permitted herein, the property shall be used only for residential purposes and small farming and/or ranching activities and/or wildlife enhancement activities. Resident may use a dwelling or other allowed structure for business uses, provided that: (1) the uses are incidental to the primary use of the Lot as a residence, wildlife area and/or ranch; (2) the uses conform to applicable governmental ordinances; (3) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the traffic to and from the Lot; and (4) the uses do not interfere with the residential use and enjoyment of neighboring Lots by other residents.

Specifically prohibited are businesses that involve manufacturing, fabrication, storing of dangerous materials, rental of space for storage, commercial breeding or poultry operations, and sales that generate traffic. Also prohibited are any business signs.

4.03 VEHICLES

No junk, wrecked, damaged or inoperable vehicle of any type may be kept on the premises except inside an enclosed garage, barn or other approved structure. Vehicle repairs that are performed in Public View must be completed within five days.

4.04 RECREATIONAL VEHICLES. No more than one Recreational Vehicle (RV) equipped with living space may be kept on the premise in Public View, and then only after the primary residence has been built. Prior to construction of the primary residence (a). one RV may be kept on the premises provided it is placed a minimum of four hundred feet from the public road, and hidden from public view, and only occupied on an occasional basis; and (b). one RV may be used as living quarters during home construction for a one-time period not to exceed twelve months. The RV must be in good repair and must at all times be maintained in a clean and attractive manner to prevent algae growth, dis-repair, flat tires, etc.

4.05 STORAGE AND DISPOSAL OF GARBAGE AND REFUSE. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage and/or other waste materials shall only be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids, and such waste materials must be removed on a weekly basis by Owner or by an approved disposal service. Such facilities and containers for the storage or disposal of such waste materials shall be kept in clean and sanitary condition.

4.06 ANNOYANCE Each resident must exercise reasonable care to avoid making loud, disturbing or objectionable noises or noxious odors that disturb Residents of neighboring Lots. No Lot be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may endanger the health or safety of residents of other Lots or adjoining property, or (3) violates any law.

ARTICLE 5 - Architectural Control Committee (ACC).

5.01 MEMBERS. Declarant does hereby establish the Architectural Control Committee (ACC) for the purposes described in this Declaration and for the Property described in Exhibit A. As long as Declarant owns any portion of the Property described in Exhibit A, or any portion of the Adjacent Tract, Declarant has the sole right to act as or to appoint all members of the ACC. Afterwards, the ACC shall consist of three members, of which each member must be the owner of a separate Tract within the Property. Members shall be elected by majority vote of the tract owners, with each tract having one vote. Members shall serve until their death, resignation or replacement. Upon the death or resignation of any member, the remaining members shall have authority act on behalf of ACC until a replacement member is be elected. Any three tract owners may call for a meeting to elect new committee members by providing written notice to all property owners a minimum of 10 days in

advance of the meeting. No more than one such election may be called within a twelve month period except as necessary to fill a vacancy. The ACC, and/or its members, shall be free from liability for actions within the scope of the ACC's function.

5.02 WRITTEN APPROVAL REQUIRED. No building or any structure or improvement shall be constructed, erected, or placed on any Tract nor shall any exterior additions or changes or alterations be made prior to written approval by the ACC as to quality, workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, and compliance with the Restrictions.

5.03 PLAN SUBMITTAL. Plans and specifications, including site plan, must be submitted to and approved in writing by the ACC prior to any construction. An 11"X17" copy of plans, including site plan, floor plan, and elevations of initial construction of residences and the accompanying improvements shall be filed with the ACC by delivery to 3910 Sequoia Trail West, Georgetown, TX 78628 or such other location as Declarant or the ACC may designate. The ACC has the right to disapprove exterior elevations that it deems inappropriate for any reason, in its sole and absolute discretion, even though plans may comply with all other restrictions. ACC approval is required for any exterior color change, and the proposed color(s) must be compatible with the aesthetics of the neighborhood.

5.04 PLAN APPROVAL. Approval shall be granted by a majority vote of the members and the members may designate one member to sign on behalf of the committee. In the event that a fully completed ACC application is submitted as provided herein, and the ACC shall fail either to approve or reject, in writing, such application for a period of thirty (30) days following such submission, then approval is presumed unless additional information has been requested.

5.05 GUIDELINES. The ACC may from time to time promulgate guidelines that further define and clarify the provisions of this Declaration, as well as address issues not specifically contained within this Declaration. Such guidelines shall be enforceable in the same manner as provided for the enforcement of this Declaration.

5.06 VARIANCES. The ACC is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The ACC may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, tract plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the ACC shall approve such request for a variance, the ACC may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Tract(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the ACC to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, or the alternate fence height approved), and signed by a majority of the current members of the ACC (or by the Committee's designated representative if one has been designated). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the ACC; or (b) failure by the ACC to respond within 20 days to the request for variance. In the event the ACC or any successor to the authority thereof shall not then be functioning, and/or the terms of the ACC shall not have succeeded to the authority thereof as herein provided, no variance from the covenants of this Declaration of Covenants, Conditions and Restrictions shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the ACC.

ARTICLE 6 - GENERAL PROVISIONS

6.01 ENFORCING THE DOCUMENTS The Declarant and every Owner has the right to enforce all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the Governing Documents. Failure by the

Declarant or by any Owner to enforce a provision of the Governing Documents is not a waiver of the right to do so thereafter. Neither the Declarant nor any Owner shall not be liable to any Owner or other party for the failure to enforce any of the Governing Documents at any time.

6.02 AMENDMENTS Declarant shall have the sole right to amend this Declaration as long as Declarant owns any of the Lots in the Property. Afterwards amendments to this Declaration must be approved by Owners representing at least 66% of the Lots in the Property, with each Lot having one vote. The amendment must be in the form of a written instrument (1) referencing this Declaration and any amendments hereto; (2) certifying the approval of 66% of the Owners (3) be signed and acknowledged by a majority of the Lot owners, and (4) recorded in the Official Public Records of the County.

6.03 NOTICES. All demands or other notices required to be sent to an Owner or Resident by the terms of this Declaration may be sent by electronic, ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Williamson County Appraisal District, or if no address is available, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice, whether or not he actually receives it.

6.04 SEVERABILITY. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

6.05 Interpretation. Whenever used in the Governing Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

6.06 Duration. Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

EXECUTED effective this _____ day of _____, 2018.

Ark Plus, LLC a Texas limited liability company
By Roark Properties, Inc. Manager

By Edwin Roark, President

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2018, by Edwin Roark, President of Roark Properties, Inc. a Texas Corporation, on behalf of same and in the capacity herein stated.

Notary Public, State of Texas

Printed Name: _____

Commission expires: