

Declaration, the Plat, and any Guidelines which may be adopted.

1.06 **“Lot”** means a portion of the Property for which independent ownership has been established by a deed from Declarant. Each separate portion of the Property conveyed by Declarant shall be a Lot.

1.07 **“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.

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

1.09 **“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.

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

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

ARTICLE 2 – PROPERTY

2.10 Dog Creek Overlook Subdivision consist of eight (8) lots as shown on the plat recorded at Williamson County file #_____.

2.11 SUBDIVIDING OF LOT: Once a Lot has been sold by Declarant, the lot shall not be further divided, subdivided or sold in any manner that creates two or more parcels from the original lot as it was conveyed by Declarant.

2.12 EASEMENTS Each lot shall be subject to a 10’ general utility easement along each Property line except that there shall be a 15’ public utility easement along each public road. In the event that the public road is widened, the 15’ public utility easement shall be relocated to 15’ along the widened roadway.

ARTICLE 3 - CONSTRUCTION AND IMPROVEMENTS

3.10 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. Construction of a second dwelling may not begin until twenty four months after the effective date of this declaration unless an earlier date is approved in writing by Declarant. The secondary dwelling must be constructed on a concrete slab using the same construction and materials specifications as the primary residence unless otherwise approved by Declarant or a majority of the property owners. While two residential dwellings are allowed, the dwellings shall not be sold separately and may only be sold together as a single lot.

3.11 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.

3.12 BARN, SHOP AND OTHER BUILDINGS: To avoid unsightly storage and keep the area attractive, each owner may 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 Lot. 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. The buildings must be attractively designed with colors that follow the theme of the residence and must be constructed of new materials. 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 two such buildings may be constructed on the Lot and the combined area of the buildings shall not exceed 2500 square feet.

3.13 ACCESSORY STRUCTURES. Accessory structures, such as gazebos, storage sheds, playhouses and greenhouses, must contain no more than 400 square feet each and no more than three accessory structures will be allowed. Accessory structures may be constructed on the Lot or may also be constructed offsite and moved onto the Lot. 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.

3.14 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

4.10 ANIMAL RESTRICTIONS.

Horses, cattle, mules, donkeys, goats and sheep may be kept on Lots, provided no more than one livestock unit per two acres 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 six (6) 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.

4.11 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 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, leasing of space for storage, commercial breeding or poultry operations, and sales that generate traffic. Also prohibited are any business signs. No garage sale, yard sale, moving sale, rummage sale or similar activity may be conducted on any Lot for a period that exceeds 5 days and no more than two such sales may be conducted in a calendar year.

4.12 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.

4.13 RECREATIONAL VEHICLES. No more than one Recreational Vehicle (RV) equipped with living space may be kept on the premise in Public View. The RV must be less than 15 years old and must at all times be maintained in a clean and attractive manner to prevent algae growth, dis-repair, flat tires, etc.

4.14 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.

4.15 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 - GENERAL PROVISIONS

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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.

ELR Land Investments, 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: