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P. 811

**DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS  
FOR  
LAS COLINAS RANCH SUBDIVISION**

960572

STATE OF TEXAS           )  
COUNTY OF BLANCO       )

**COPY**

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, JOHN A. HIME, III, and wife, AUDREY B. HIME, as the Trustees of the HIME LIVING TRUST, dated June 24, 1991, hereinafter called the Declarant, is the owner of all of that certain real property located in Blanco County, Texas, described as LOS COLINAS SUBDIVISION, a recorded subdivision in Blanco County, Texas, of record in Volume 1, Pages 218-219 of the Plat Records of Blanco County, Texas.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD, and CONVEYED subject to the following easements, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, or any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, covenants and restrictions shall inure to the benefit of each owner thereof. The Real Property described hereinabove shall hereafter be referred to and known as LAS COLINAS RANCH SUBDIVISION, which shall hereafter be subject to the following:

**I. LAND USE**

(1) All tracts of land out of LAS COLINAS RANCH SUBDIVISION are restricted to use for residential purposes only. No commercial use or activity shall be permitted, whether for profit or not. Any business use of the property shall be only with prior written consent of the Property Owner's Association. No signs shall be placed on any part of the property indicating commercial or non-residential use thereof.

(2) No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles or machinery, or other unsightly storage of personal property be permitted. All trash and other waste material shall be kept in containers located in areas concealed from public view and shall be regularly removed from each tract.

(3) No noxious, offensive, or hazardous activity shall be conducted on any tract, and no portion of the property shall be used in a manner that adversely affects adjoining property owners or that may be or may become an annoyance or nuisance to other property owners. This shall include any noise pollution, such as loud music, that causes a nuisance.

(4) No outside toilet facilities shall be constructed or maintained on any tract. All septic systems must be approved by the appropriate regulatory authority and shall be maintained at all times in accordance with all applicable laws and regulations. Each tract owner shall be responsible for the cost, expense and maintenance of his septic system and water well as regulatory authorities may require.

(5) There shall be no mining or drilling of oil, gas and other minerals and no commercial marketing or sale of any material such as rock, sand, gravel or caliche from the property nor shall there be any dredging of sand or rock on the property.

(6) Discharge of firearms in the subdivision for hunting or other recreational purposes is prohibited.

(7) No sign of any kind shall be displayed to the public view on any tract. This restriction shall not apply to one temporary sign not exceeding six square feet in area used by any builder, owner or developer, advertising the tract for sale, and a small sign designating ownership may be placed at the driveway entrance of each tract, if so desired.

(8) No structure of a temporary character, nor any trailer, mobile home, modular home, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used on any tract at any time as a residence or dwelling either temporarily or permanently, provided, however, during the initial construction of improvements upon a tract and for a cumulative period not to exceed 120 days, the owner of such tract may reside in a travel trailer or recreational vehicle located upon such tract. No trailer, camp trailer, boat trailer or vehicle; diesel, gas or propane storage tank may be stored permanently or temporarily on any tract forward of the front set-back line.

All building and other improvements placed on any tract shall be newly erected on such tract and no secondhand or used buildings or other improvements shall be moved onto any of the tracts, and no used or secondhand materials may be used in the exterior of such improvements unless specifically approved in advance in writing, by the Board of Directors of the Las Colinas Ranch Property Owners Association designated herein.

Garages and outbuildings may be erected on each tract upon which a main dwelling is to be erected. Camping is permitted for periods not to exceed eight (8) days in any thirty (30) day period.

No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction of improvements, and then such material shall be placed within the property lines of the building site upon which the improvements are to be erected and shall not be placed in the roads or between any roadbed and property line.

(9) No tract as originally platted may be further subdivided into tracts of less than ten (10) acres each.

(10) No building, residence, shed, storage unit, camper, trailer or any other vehicle, outbuilding, tent, barn or any other sort of structure shall be located less than one hundred feet (100 ft.) from any front property line and fifty feet (50 ft) from side and rear property lines on any tract, except that this shall not apply to side property lines which is the common tract line of two or more tracts owned by the same owner. These setback lines are meant to retain the estate concept and place said structures away from the roadway and neighboring tracts owned by others.

(11) To enable Declarant to maintain the present agricultural tax exempt status, all tracts within the subdivision are subject to livestock grazing by the Declarant's cattle, sheep, goats, or horses, but any tract owner has the right to fence out, at the tract owner's expense, Declarant's stock. Declarant shall in no way be liable for any damage from stock grazing or use caused by any tract owner's failure to fence his tract. Each tract owner may fence his tract at his expense so long as the fence or fences are built and constructed in a workmanlike manner in accordance with prudent ranching practices in Central Texas. Tract owner may construct fences totally out of wood, lumber, split rails, rock or metal.

(12) Each tract owner will, at his sole cost and expense, repair his residence, keeping it in a condition comparable to its condition at the time of its initial construction, excepting only normal wear and tear. If a residence is damaged or destroyed by fire or other casualty, it will be the duty of the tract owner, with all due diligence, to rebuild, repair, or reconstruct the residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction will be undertaken within 120 days after the damage occurs, and will be completed within one (1) year after the damage occurs.

(13) Construction of any improvements upon a tract must commence within three (3) months after approval by the Board of Directors of the Las Colinas Ranch Property Owners Association in the manner herein provided, and upon the failure to timely commence such construction, the approval of the Board of Directors of the Las Colinas Ranch Property Owners Association shall automatically terminate and new approval for any such construction shall be required. Completion of construction once commenced shall be performed within one (1) year from the date of commencement. The Board of Directors of the Las Colinas Ranch Property Owners Association may, upon written request, extend a commencement or completion of construction deadline occasioned by delays beyond the tract owner's reasonable control.

## II. ANIMALS-DOMESTIC PETS AND LIVESTOCK

(1) Except as otherwise provided below and except for livestock maintained, raised and/or kept on the portions of the property subject to a grazing lease, or grazing leases, executed by Declarant, (i) no domestic pet or livestock shall be allowed to make an unreasonable amount of noise, or to become a nuisance; (ii) no domestic pets or livestock will be allowed to run at large on the property beyond the boundaries of the tract of the owner of the subject domestic pets or livestock; and (iii) all domestic pets and livestock kept by an owner on the owner's tract shall be kept within enclosed areas within the owner's tract; provided, that domestic pets are allowed beyond the boundaries of the tract of its owner if confined to a leash. The enclosures on a tract for domestic pets and livestock required under the preceding sentence shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions of the Declaration. The number of livestock maintained, raised and/or kept on any tract (other than a tract owned by Declarant) shall be limited and restricted to the numbers and amounts per acres set forth below. For each five acres of area within a tract, the owner of the tract may raise and maintain one

cow, one horse, two sheep, two goats, two rheas, two emus, two ostriches, or 10 adult chickens or similar poultry; provided, that the restrictions imposed by this sentence shall not apply to Declarant and any tract owned by Declarant. The limitations on livestock set forth in the preceding sentence are exclusive by type of livestock and maintaining one type of livestock per five acres of area within a tract shall restrict and exclude maintaining any other type of livestock for the five acres of area allocated to the type of livestock actually maintained. Except for the livestock expressly mentioned above, (i) no other type of livestock may be kept and maintained on any tract without the prior written consent of the Association, and (ii), even with the consent of the Association, no hogs, pigs or swine of any type may be maintained on any tract. As used in this Section, the term "livestock" shall mean farm and ranch animals customarily and commonly kept for use and/or profit by farmers and ranchers in Blanco County, Texas and counties contiguous with Blanco County, Texas, including all types of livestock permitted under this Section. Any tract owned by Declarant shall be exempt from compliance with, and shall not be subject to, the covenants, conditions and restrictions imposed by this Section at all times during the period in which any such tract is owned by Declarant.

### **III. ARCHITECTURAL RESTRICTIONS**

The following architectural restrictions shall apply to all tracts within the subdivision:

#### **(1) DWELLING SIZE:**

The total floor area of the enclosed main structure of any one story, single family residence, exclusive of patios, open porches, carports, and garages, shall contain not less than 1,500 square feet of primary residence. Secondary living quarters (such as guest house, maids or caretakers house) may be permitted if such structure's design is approved by the Board of Directors of the Las Colinas Ranch Property Owners Association.

#### **(2) FOUNDATION AND EXTERIOR WALLS:**

The design of and materials used in the exterior walls and surface areas of the main structure and any outbuilding must extend to the ground and be of masonry or wood.

#### **(3) ARCHITECTURAL CONTROL:**

No building, structure or improvement of any nature shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of such building, structure or improvement has been approved by the Board of Directors of the Las Colinas Ranch Property Owners Association hereinafter designated, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finish grade elevation and meeting the other standards set forth in this instrument.

The approval or disapproval of the Board of Directors of the Las Colinas Ranch Property Owners Association as required in these covenants shall be by majority vote and shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin

the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Final plans and specifications shall be submitted in duplicate to the Board of Directors of the Las Colinas Ranch Property Owners Association for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans will be marked "Approved", and returned to the tract owner. Any modification or change to the approved set of plans and specifications must again be submitted to the Board for its inspection and approval.

#### **IV. ENTRY AND ROADWAY EASEMENT**

There is hereby created for the use and benefit of the owners of property with Las Colinas Ranch Subdivision, their respective heirs and assigns, a sixty (60) foot wide roadway easement described by metes and bounds in Exhibit "B" attached hereto and incorporated herein for all purposes.

#### **V. EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are located in the sixty (60) foot road easement shown on the plat of the subdivision and a fifteen foot (15') easement along the side property line of each tract. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or surface water drainage in the easements. Within such easements the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvements that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, water, sewage disposal, telephone, cable, gas and/or electricity unless expressly limited to a specific use on the recorded plat of the subdivision or stated in the conveyance out of Declarant.

#### **VI. AMENDMENT**

At any time the owners of the legal title to two-thirds percent (2/3%) of the tracts in the subdivision (as shown by the records of the County Clerk of Blanco County, Texas) may amend the restrictions, covenants, conditions, and matters set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Blanco County, Texas, except that, prior to initial sale of all tracts no such amendment shall be valid or effective without the joinder of

Declarant, its successors or assigns.

#### VII. DURATION OF RESTRICTIONS

These restrictions and covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than two-thirds percent ( $\frac{2}{3}\%$ ) of the then owners of legal title to the tracts within the subdivision (as shown by the records of the County Clerk of Blanco County, Texas) has been recorded in the Deed Records of Blanco County, Texas, terminating these restrictions and covenants.

#### VIII. LANDOWNER'S AGREEMENT

In order to provide for the installation, operation, repair, and maintenance of any roads and streets within the subdivision, Declarant, for the benefit of itself and each successor owner of a tract within the subdivision, hereby binds Declarant and Declarant's successors and assign, as follows:

At any time and from time to time as any of the roads in the subdivision are not being maintained by Blanco County, Declarant may convey easements to the Las Colinas Ranch Property Owners Association, formed by Declarant for the purpose of owning, maintaining, operating and repairing the roads. The Las Colinas Ranch Property Owners Association shall have such supervisory authority to provide for the proper maintenance, repairs and operation of the roads and shall not be liable to any owner of any interest in such subdivision for any damage, claim or expense, for the manner in which said roads are maintained and repaired, or for failure to operate, maintain or repair such roads.

Every owner of a tract within the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from, ownership of a tract. The Association initially shall have two classes of voting members as follows:

Class A members shall be all tract owners with the exception of Declarant, and shall be entitled to one vote for each tract owned. A tract shall be considered as "owned" when legal, record title thereto has been transferred from Declarant to a third party. When more than one person owns or holds an interest in a particular tract, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves; provided, however, in no event shall more than one vote be cast with respect to any tract owner by Class A members.

Class B members shall be the Declarant, who shall be entitled to exercise four votes for each tract owned by Declarant. The Class B membership shall cease and automatically be converted to Class A membership when Declarant no longer owns any tracts.

In order to provide a fund for the proper maintenance of such roads (hereinafter called "Road and Entry Maintenance Fund") including, but not limited to payment of taxes, there is hereby

imposed upon each tract in the subdivision an annual maintenance charge which initially shall not exceed Two Hundred and Fifty and No/100 Dollars (\$250.00) per tract. Once assessed by the Association such maintenance charge shall be payable at such intervals as selected from time to time by the Association by each owner of a tract in the subdivision. Any delinquent maintenance charge shall accrue interest at an annual rate determined from time to time by the Association (which shall not exceed the maximum lawful annual interest rate) from the date of delinquency until paid. The road and entry maintenance charge hereby imposed shall not apply to Declarant.

Neither Declarant nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

The Association may use the Road and Entry Maintenance Fund or any part thereof, for developing, improving, operating and maintaining any and all of the roads which the tract owners and/or occupants of tracts may be privileged or shall have the right to use, regardless of who may own such roads and regardless of their location. It is agreed and understood that the judgment of the Association, as custodian and administrator, of said Road and Entry Maintenance Fund, when used in good faith in the expenditure of said Road and Entry Maintenance Fund, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of the Association, as custodian and administrator of the Road and Entry Maintenance Fund, which lien is placed and imposed upon each tract in the subdivision subject to such charge. There is hereby granted unto the Association an express lien against each tract of the subdivision to secure all obligations of the tract owner or owners of said tract imposed upon such owner, or tract, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (V.T.C.A. Property Code Sec. 51.002) or a vendors lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby. Said lien and all other provisions of this agreement shall be secondary and subordinate, however to any liens, deeds of trust and encumbrances whatsoever given to secure all or any portion of the purchase price of any tract or any part thereof, or given to any party, agency or department of the State of Texas, bank, savings and loan association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purposes of funding purchase of the tract, making repairs or constructing dwelling or any other improvements whatsoever on any portion of any tract, or acquiring any promissory note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provision of this agreement, in whole or in part, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract or tracts within the subdivision.

Notwithstanding anything contained herein to the contrary, if record title to any tract is acquired by the Veteran's Land Board of the State of Texas ( the "VLB") then so long as record title to such tract is held by the VLB, such tract shall not be subject to or encumbered with a lien to secure payment of the maintenance charge; however, payment of the maintenance charge shall remain the personal obligation of the party purchasing such tract from the VLB and upon the conveyance of record title out of the VLB such tract again shall be subject to the lien herein created to secure payment of the annual maintenance charge.

Any person negligently or willfully damaging or destroying all or any portion of the roads shall be responsible to the Association for damages, and the Association shall use any funds collected by claim, lawsuit, or settlement agreement arising out of such damage or destruction, to repair such damage or destructions, to the extent of such funds.

Association shall have, and it is hereby granted, the full right, power and authority to dedicate and/or convey all of its rights, titles and interests in and to the roads or any part thereof and the Road and Entry Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms hereof to a public or quasi-public corporation or entity with the power to tax such as Blanco County or a public district having such powers. All references to Association shall apply with equal force and effect to any successor in interest to Association.

#### IX. ENFORCEMENT

The restrictions, conditions and use limitations herein set forth shall be binding upon Declarant, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each tract, each of whom shall be obligated and bound to observe such restrictions, conditions and use limitations, provided, however, that no such parties shall be liable except in respect to breaches committed during his or their ownership of said tract. In the event of the violation of any such restriction, condition and use limitation herein mentioned, Declarant, or the owners of any tract in the subdivision, or the Association, its successors and assigns, shall have the right to enforce observation or performance of the provisions of this instrument, and if any party or parties violate or attempt to violate any of the restrictions, conditions, or use limitations, contained herein, then it shall be lawful for such parties, or any of them, to prosecute proceedings at law or in equity against the party violating or attempting to violate the same, either to prevent such violations, or to correct such violation, or to recover damages, or to obtain such other relief for such violations as then may be legally available.

#### X. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall not effect any of the other provisions which shall remain in full force and effect.

## XI. MISCELLANEOUS

If through error or oversight or mistake any owner of a tract of land builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly herein provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other tracts of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any other owner or owners of tracts of said land to change, alter or violate any of the restrictions and limitations herein contained.

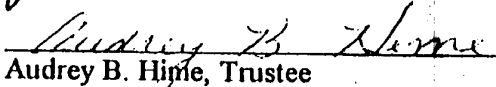
## XII. FURTHER DEVELOPMENT

Declarant or the Board of Directors of the Las Colinas Ranch Property Owners' Association hereby retains the right, in the furtherance of the plan for the development of such property as a Rural neighborhood, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in the furtherance of the plan for the development of such property.

Hime Living Trust, dated June 24, 1991



John A. Hime, III, Trustee

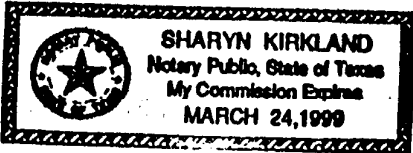


Audrey B. Hime, Trustee

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 17th day of March, 1996, by John A. Hime, III, Trustee, and Audrey B. Hime, Trustee.



Sharyn Kirkland  
Notary Public, State of Texas

Sharyn Kirkland  
Printed Name of Notary  
Notary's commission expires:

PREPARED IN THE LAW OFFICE OF:

Dean C. Myane  
P. O. Box 787  
Blanco, Texas 78606

Page 10 Las Colinas Ranch Subdivision Restrictions  
FILED FOR RECORD MARCH 28, 1996 at 8:10 A.M.  
DOROTHY UECKER, CLERK, BLANCO COUNTY TEXAS  
RECORDED MARCH 29, 1996 at 9:00 A.M.

# Las Colinas Ranch

