

**DECLARATION OF RESTRICTIVE COVENANTS OF  
MEDINA VERDE SUBDIVISION**

STATE OF TEXAS           §  
  §  
COUNTY OF MEDINA       §

**Definitions**

"Common Area" means all real property owned by the Association for the use and benefit of the Members and shall at a minimum include the detention ponds and entrance monument for the Subdivision.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Medina Verde LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Document Number 2023001088 of the Official Public Records of Medina County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Property Owners Association" and "Association" shall mean and refer to Medina Verde Owners Association.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

#### Clauses and Covenants

##### A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

##### B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

##### C. Use and Activities

1. Permitted Use. A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. Prohibited Activities. Prohibited activities are –

a. any activity that is otherwise prohibited by this Declaration;

- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of –
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
  - iii. unsightly objects unless completely shielded by a Structure;
  - iv. tires and/or pallets unless completely shielded by a Structure;
- f. any chaining of animals;
- g. any exploration for or extraction of minerals;
- h. any keeping or raising of animals, livestock, or poultry for profit or commercial gain. Owners are allowed to raise no more than two (2) of the same species, confined to a fenced yard or within the Residence. Livestock cannot make excessive noise and must be kept clean and healthy with adequate shelter. Slaughtering, processing, and composting of livestock is not allowed. The maximum number of adult animals owned should not exceed five (5).
- i. any commercial or professional activity except reasonable home office use;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except –
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
  - ii. political signage not prohibited by law;
- l. interfering with a drainage pattern or the natural flow of surface water;
- m. hunting and shooting;
- n. occupying a Structure that does not comply with the construction standards of a Residence;
- o. no tents, or storage sheds for residences.

D. Construction and Maintenance Standards

1. Lots



a. Consolidation of Lots. An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

b. Easements. No easement in a Lot may be granted.

c. Maintenance. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. No odors shall be permitted to arise from a Lot so as to render any portion of the Lot unsanitary.

d. Setbacks. Unless otherwise noted on the Plat of Medina Verde LLC Subdivision, building setbacks are as follows: 25" Front (Street Side), 15" Back, and 15" Sides. No Residence or Structure may be placed or erected within the setback of any Lot (boundary line fences, cross fences, gate and structures related to gate entrances shall be excluded from this restriction) Fences can be on the property line. No Structure, park vehicles, sheds, movers or trash shall be within any Setback.

2. Residences and Structures

a. Maximum Height. The maximum height of a Residence is fifty (50) feet.

b. Manufactured Homes: Any Manufactured Home to be installed as a Residence on a Lot must:

- i. be a double wide with a minimum of 1000 square feet.
- ii. have a shingled roof
- iii. have been manufactured within six (6) years of the date it is installed on a Lot, and the exterior must be in good condition.
- iv. have adequate skirting around the lower outer perimeter installed within 30 days of installation on a Lot

c. On Site Construction. Any Residence that is on-site construction shall have a minimum of 1000 square feet of heated and air conditioned space.

d. Damaged or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within sixty (60) days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 60 days and the Lot restored to a clean and attractive condition.

e. Travel Trailers and Recreational Vehicles: No travel trailers, motor homes or recreational vehicles shall be used as a Residence or permanent dwelling.

f. Time of Completion. Any dwelling or other structure or building, once commenced, shall be completed within twenty four (24) months.

E. Establishment of Owners Association and Governance of the Subdivision.

1. The filing of this Declaration establishes the Property Owners Association as an owners' association that is governed by this Declaration and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. Rules. The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments.

3. Membership and Voting Rights. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

- a. Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b. Class B. The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of—
  - i. when the Class A Members' votes exceed the total of Class B Member's votes or
  - ii. January 1, 2030.

F. Assessments

1. Authority. The Property Owners Association may levy Assessments on all Lots to promote the recreation, health, safety, and welfare of the residents in the Subdivision, and to fund operating expenses of the Property Owners Association. In addition, Lots 4-21 shall be subject to a Road Assessment to provide funds for maintenance and repair of the private road accessible from those Lots.

2. Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. Creation of Lien. Assessments are secured by a continuing vendor's lien on each assessed Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. Commencement. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. Regular Assessments

- a. Rate. Regular Assessments are levied by the Board, annually, to fund the



anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$125.00 per Lot.

b. Changes to Regular Assessments. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

c. Collections. Regular Assessments will be collected annually in advance, payable on the first day of January 1 of each year, beginning January 1, 2023.

6. Road Assessments.

a. Lots subject to the Assessment and Rate. In addition to the Regular assessments applicable to all Lots, Lots 3-22 are subject to additional Road Assessments, to be levied by the Board, annually, to fund the anticipated maintenance and repair of the private road accessible from those Lots. Until changed by the Board, the Road Assessment is \$30.00 per Lot.

a. Changes to Road Assessments. Road Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

b. Collections. Road Assessments will also be collected annually in advance, payable on the first day of January 1 of each year, beginning January 1, 2023.

7. Special Assessments. In addition to the Regular Assessments and the Road Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

8. Approval of Special Assessments. Any Special Assessment must be approved by a two-thirds vote at a meeting of the Members in accordance with the Bylaws.

9. Fines. The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

10. Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

11. Delinquent Assessments. Any Assessment not paid within thirty days after it is due is delinquent.

## G. Remedial Rights

1. Late Charges and Interest. Delinquent Assessments accrue interest at the rate of 18% percent per year. The Board may change the late charge and the interest rate.

2. Costs, Attorney's Fees, and Expenses. If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

3. Judicial Enforcement. The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

4. Remedy of Violations. The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. Suspension of Rights. If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

6. Damage to Property. An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

## H. Common Area

1. Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to—

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds of the Members at a meeting in accordance with the Bylaws.

2. Permitted Users. An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.



3. Unauthorized Improvements in Common Area. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.
4. The Property Owners Association shall maintain the Common Area in good condition.

I. General Provisions

1. Term. This Declaration runs with the land and is binding in perpetuity.
2. No Waiver. Failure by an Owner to enforce this Declaration is not a waiver.
3. Corrections. Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. Amendment. This Declaration may be amended at any time by the affirmative vote of two-thirds of all votes of all the Owners.
5. Severability. If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
6. Notices. Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.
7. Annexation of Additional Property. On written approval of Declarant and not less than 67% of the votes of all Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.
8. Pre-suit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

MEDINA VERDE, LLC, a Texas limited liability company

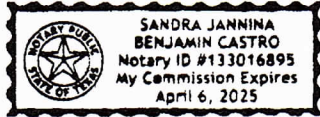
By: \_\_\_\_\_


  
Wayne Corley, Manager



STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on February 13, 2023, by Wayne Corley, a Manager of Medina Verde, LLC, a limited liability company.



  
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Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
Medina Verde Owners Association  
c/o Tom L. Newton, Jr.  
ALLEN, STEIN & DURBIN, P.C.  
6243 IH 10 West, Suite 700  
San Antonio, Texas 78201

3470 286/2360155v5

**Medina County  
Gina Champion  
Medina County  
Clerk**

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**Instrument Number:** 2023001580

eRecording - Real Property

DECLARATION

Recorded On: February 23, 2023 02:22 PM

Number of Pages: 10

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**" Examined and Charged as Follows: "**

Total Recording: \$58.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

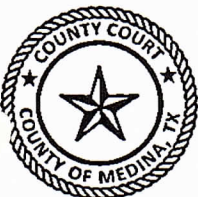
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2023001580  
Receipt Number: 20230223000032  
Recorded Date/Time: February 23, 2023 02:22 PM  
User: Janay O  
Station: ccscan2

**Record and Return To:**

CSC



**STATE OF TEXAS  
MEDINA COUNTY**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Medina County, Texas.**

Gina Champion  
Medina County Clerk  
Medina County, TX

