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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SKYMAC RANCH
A SUBDIVISION IN WALLER COUNTY, TEXAS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLER §

THAT LORI WALKER, hereinafter called the Declarant, is the owner of certain property located in Waller County, hereinafter referred to as the "SKYMAC RANCH Subdivision" and more particularly described in Exhibit A attached to these covenants and restrictions and in the plat recorded in volume 1014, page number 225 of the Official Records of Waller County, Texas does hereby establish, adopt and set forth certain conditions, covenants, assessments, protective provisions and restrictions, as contained in Articles II and III hereof, which shall be applicable to the said SKYMAC RANCH and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said SKYMAC RANCH, and upon the respective heirs, executors, administrators, devisees, successors and assigns of each such purchaser, grantee, owner or lessee. It is the intention of DECLARANT/OWNER that SKYMAC RANCH shall be maintained for residential, recreational, farming or ranching purposes in which the owners of the tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential, recreational, farming or ranching uses and related matters are concerned, while at the same time assuring to every purchaser of a tract or tracts that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

WHEREAS, the SKYMAC RANCH Subdivision consists of 8 tracts of land of which Declarant intends to offer six (6) tracts for sale and will convey to purchasers for the use as a residential, recreational, farming and ranching, subject to certain protective covenants and restrictions as hereafter set forth in Article II and III of this document. Tracts 5 and 7 are being retained by Declarant and these protective covenants and restrictions shall not apply to them, provided; however, if Declarant sells Tracts 5 and 7, they shall be subject to these protective covenants and restrictions.

ARTICLE I.
ORGANIZATIONS

1. PROPERTY OWNERS' ASSOCIATION

There is hereby created the SKYMAC RANCH Property Owners' Association, hereinafter called "Association", for the purpose of protecting and promoting the residential, recreational, farming or ranching environment of SKYMAC RANCH through maintenance and enforcement of the property restrictions adopted for each Tract of SKYMAC RANCH. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Tract. The Association shall consist of all Owners.

The number of votes of each Owner is to be determined on the basis of the total number of tracts owned of the original six (6) tracts established per the plat attached hereto as Exhibit "B", excluding Tracts 5 and 7 as long as they are owned by Declarant, herein. Each original tract shall be entitled to two (2) votes. If the legal title to any tract is held by two or more Owners, then such Owners shall determine among themselves how their votes or vote shall be exercised.

ARTICLE II. USE RESTRICTIONS

No tract shall be used for any purpose except for single family residential, recreational, farming or ranching purposes. The term "residential purposes" as used herein shall be held and construed to exclude clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses other than farming or ranching whether for homes, residences or otherwise, and the above described uses of the Tracts are hereby expressly prohibited. The term "building" or buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed in SKYMAC RANCH SUBDIVISION. No building shall be erected, altered or placed on any Tract other than the following:

1. **Single Family Dwelling:** One (1) single family detached dwelling not to exceed three (3) stories, but not less than 1800 square feet on the first level of living area together with an attached or detached private garage or carport and which may be occupied by and as an integral part of the family occupying the main residence on the building site or by servants employed on the premises. All residential structures shall be constructed on a concrete foundation, and must be constructed from brick, stone cedar, cement board or any other material approved by Lori Walker or the Association. The exterior color must be similar to and compliment the design and overall plan for the subdivision. All construction shall be completed within eighteen (18) months of commencement of construction.
2. **Guest House:** Each tract is allowed to have one guest house not to exceed 1 story. Said guest house is subject to all restrictions and covenants as set forth herein.
3. **Setbacks:** The single family dwelling shall be setback a minimum of 100 feet from the front property line and a minimum of 50 feet from the side lot lines.
4. **Manufactured Homes:** No "manufactured" or mobile home or modular home shall be located upon, used, placed or erected on any tract in the Property and used for a personal residence at any time. Personal travel trailers or motor homes may be kept on the Property when not used as a permanent residence, but must be screened from view.
5. **Barns and Outbuildings:** Tool sheds, barns or workshops for the personal, farming or ranching use of the Owner or occupant of such Tract, and his/her immediate family

are permitted. The design and materials used in the construction of such tool sheds, barns or workshops shall be of the quality and suitability for structures for the purpose and the design being erected. The materials to construct the tool sheds, barns and workshops shall be metal or wood. No used, "second" or reject grade exterior materials including but not limited to used wood, tin, metal, aluminum or plastic may be used in the construction of such structures. The exterior design shall be similar to and compliment the design of the residential structure on that tract. The tool sheds, barns and workshops shall not be constructed within 50 feet of the side fencing or less than 100 feet from the front fencing. Living quarters are permitted as part of the barn.

6. **Fencing:** Fencing on the front property line shall be constructed of vinyl, wood, Five (5) strand wire, horse wire or painted steel pipe. Fencing on the back property line or behind the residential structure may be wire. Vinyl coating on chain link is permitted for dog runs. No galvanized fencing is permitted. No fencing may exceed 6.5 feet in height.
7. **Animal Husbandry:** Animals such as horses, cows, goats, fowl and rabbits are permitted. Owners may keep show animals of any description, if they are to be shown in any competition sponsored by a school, county fair association, 4H Club or Future Farmers of America organization. No swine or poultry shall be kept or temporarily penned and fed in commercial quantities or for commercial purposes on any tract. No animal kept on any tract shall be permitted to become a nuisance to any owner in SKYMAC RANCH. In the event that the Board of Directors of the Association determines that an animal or animals kept by an owner has become a nuisance, then the Board of Directors, at its option, may require that such animal or animals be removed from SKYMAC RANCH at the expense of the owner of the tract upon which animal or animals are kept. All animals permitted herein must be kept on the owner's tract unless lease or rental agreements are made with the owner of another tract.
8. **Nuisance:** No noxious or offensive trade or activity shall be permitted upon any Tract, nor shall anything be done or kept thereon which is or may become an annoyance or nuisance, is illegal, dangerous or immoral or which shall have the effect of degrading the residential, recreational, farming or ranching environment of SKYMAC RANCH, including, but not limited to barking dogs.
9. **Garbage and Refuse Disposal:** No tract shall be used or maintained as a dumping or storage area for rubbish, trash or any toxic substance, and all household garbage or other waste shall be kept in sanitary containers. Each Owner shall, at such Owner's expense, dispose of all Owner's trash, garbage and other wastes in a timely manner. Waste shall not be placed for pickup more than 12 hours prior to the pickup time.
10. **Driveways:** All driveways shall be a minimum of 3 inches of gravel from the street to the home. No dirt driveways are permitted.

11. **Vehicles:** Vehicles used for personal transportation and horse trailers may be in view of the street; however, all other vehicles, including, but not limited to boats, motor homes, travel trailers, tractors and other farm equipment shall be screened from view.
12. **Recreational Vehicles and Shelters:** Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house, camping and travel trailer, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreation, but not for residential purposes. No travel trailer, mobile home, motor home, tent or other camping shelter or any recreational vehicle shall be used for residential purposes, whether temporary or permanent. A travel trailer, mobile home, motor home, tent or other camping shelter or any recreational vehicle shall be deemed to be in use for residential purposes if the same remains occupied or is in a fixed spot on the land in excess of thirty (30) days, whether underpinned or not, except when stored properly out of view.
13. **Removal of Dirt and Excavation:** Except as required by construction, swimming pools, drainage work or conservation purposes, including lake or pond construction, the removal of dirt, stone, rock, gravel or other earthen material from any tract for any purpose is forbidden, including but not limited to dirt, sand, rock, gravel pits or excavation of the same. Surface mining operations are forbidden.
14. **Water and Sewage Disposal Systems:** Water wells and septic tanks may be utilized and maintained on any tract for the personal use of and at the sole cost, expense, risk and liability of the Owner or occupant of such tract, his immediate family, and non-commercial invitees, but not for commercial purposes other than farming or ranching and all such systems must meet minimum specifications established by any governmental authority.
15. **Abandoned or Junked Motor Vehicles:** No tract shall have any abandoned or junked motor vehicles. An abandoned motor vehicle shall include without limitation any motor vehicle which does not bear a valid and current state inspection sticker or license plate and/or is inoperable for more than seven (7) days. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailer, or the like, shall be kept on any tract other than in a garage, or other acceptable structure. Any such abandoned or junked motor vehicles shall be removed at the Owner's expense.
16. **Storage:** No tract shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any tract for residential, recreational, farming or ranching purposes.
17. **Sewage Facilities:** All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the requirements established by any governmental authority. All lavatories, toilets and bath facilities shall be completely installed and functioning and shall satisfy all governmental requirements before any residence is

occupied. Portable, outside or surface toilets shall be permitted for recreational purposes not to exceed five (5) days or as required for construction purposes or in accordance with construction permits.

18. **Maintenance Assessments:** Each tract and each Owner of each tract is deemed to covenant and agree to pay to the Association annual assessments or charges to be established by the Board of Directors and collected as hereinafter provided. The annual assessment, together with interest, costs and reasonable attorney's fees incurred in connection with the collection from any Owner of the annual assessment, shall be a charge on the land and shall be secured by a lien upon the tract against which each such assessment is made. The assessments levied by the Association shall be sued to pay the costs and expense of common maintenance and improvements and the Association's reasonable attorney's fees, taxes, insurance, accounting fees and other encountered expenses. The initial annual assessment for each SKYMAC RANCH tract shall be \$250.00 per year, and shall be payable in advance on or before January 1 of each year with the first assessment due on January 1, 2008. The amount of the annual assessment may be increased or decreased from time to time as determined by the Board of Directors of the Association and any change shall be effective upon written notice thereof given to the Owners.

If the Board of Directors of the Association, at any time, or from time to time, determines that the amount of the annual assessment is insufficient to defray, in whole or in part, the cost and expense of the Association to perform such services and obligations provided by the Association, and the payment thereof may be enforced in the manner specified herein with respect to the annual assessment. Special assessments cannot exceed the actual cost of the common maintenance expense or improvement for which the special assessment is made. The association must obtain at least three (3) bids for any common maintenance project or improvement when the cost of said common maintenance project or improvement exceeds \$2,500.00.

Purchasers purchasing a tract or tracts after the due date of the annual assessment in any year will pay their maintenance fee on a pro rata basis at the time of closing.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may, but shall not be obligated to, bring an action at law to foreclose the lien against the property which secures the payment of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common maintenance project or improvement.

19. **Lot Maintenance:** The Owners or occupants of all tracts shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall not use any tract for storage of materials and equipment except for normal residential, recreational, farming or ranching requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage.

trash or rubbish of any kind thereon. In the event of default on the part of the Owner or occupant on any tract in observing the above requirements, or any of them, and such default continues after ten(10) days written notice thereof, the Association may, at its option, without liability to the Owner or occupant of said Tract in trespass or otherwise enter upon said tract and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said tract in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such tract for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay the charges for such work immediately upon receipt of the Association's invoice for such charges.

20. **Roads and Road Maintenance:** All roads within the confines of Skymac Ranch will be Private Roads commonly owned and maintained by the landowners. The landowners or the Association will have the authorization to set fees and make assessments to maintain said roads.
21. **Violations:** In the event a landowner is in violation of any restriction, condition or covenant herein, and the violation continues after ten (10) days written notice thereof, Lori Walker, the Association and/or her/its or their successors, assigns or agents, may at her/its or their option enter upon property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as a trespass.
22. **Subdividing:** The tracts of land may not be further subdivided by any property owner in SKYMAC RANCH.
23. **Hunting and Firearms:** No hunting shall be allowed within the subdivision and any discharge of firearms is strictly prohibited.
24. **Construction Plans:** All construction plans must be submitted to Lori Walker or the homeowner's association for approval prior to construction. No construction shall begin until approval is given. All construction plans presented must include financial information that evidences the landowners' ability to complete the proposed construction. Lori Walker and/or a homeowners' association shall not unreasonably withhold approval of construction plans that substantially meet these restrictive covenants and restrictions. Lori Walker and/or a homeowners' association shall approve or disapprove construction plans within ten (10) days of presentment unless otherwise agreed in writing. In the event the plans are not approved, then a definitive written explanation of the deficiencies will accompany such non-approval.

ARTICLE II
GENERAL PROVISIONS

1. The Association or any owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions and covenants imposed by the provisions of the

Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. **Notice:** All purchasers of property out of the Property must be notified of these restricted covenants and restrictions.
3. **Term:** The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Declarant and its successors and assigns and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended after the first twenty (20) years by an instrument signed by not less than 75 percent of the owners of land in the Property. No amendment shall be effective until recorded in the Official Public Records, Waller County, Texas.
4. **Mediation/Arbitration:** In the event there is a dispute between the property owner and the Declarant relating to this instrument, its breach or the enforcement of same, the parties shall submit the dispute first to non-binding mediation to a mediator chosen by the parties. If the parties cannot agree upon a mediator, then parties shall submit the dispute to binding Arbitration according to the rules of the American Arbitration Association and the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees and expenses. This does not prohibit any party from seeking relief through a court of law, such as, temporary or permanent injunctions.
5. **Reservation of tracts 5 and 7.** Lori Walker reserves tracts 5 and 7 for her personal use and enjoyment. Neither Lori Walker or her heirs as the Owner of said tracts shall be bound or governed by these covenants, restrictions or amendments thereto, and as an Owner of these tracts neither she or her heirs will participate in the Association or be subject to its bylaws.
6. **Association's Obligations:** The Association assumes no obligation to insure the enforcement the restrictions herein or the protection of legal remedies to stop violations, except at its own election.
7. **Vendor's Lien:** A vendor's lien is hereby reserved and shall be reserved and retained in the deed conveying each tract to an Owner to secure the payments and obligations required by the Owners herein, including but not limited to, the provisions in Article II, herein. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage covering any tract. The sale or transfer of any tract shall not affect the assessment lien or the liability of the delinquent Owner. However, the sale or transfer of any tract pursuant to a mortgage foreclosure or any proceeding or action in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale

or transfer of any tract shall relieve such tract from liability of any assessments thereafter becoming due or from the lien thereof.

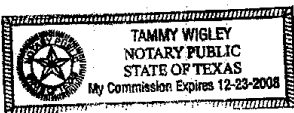
- 8. **Lori Walker's or Directors' Liability:** Lori Walker and any member of the Board of Directors of the Association shall have no liability whatsoever for any act or failure to act pursuant to this Declaration except solely with respect to willful misconduct and acts of gross negligence.
- 9. **Size of Subdivision:** Lori Walker, Developer, reserves the right to increase the size of the subdivision.
- 10. **Enforcement:** The covenants, reservations, easements, and restrictions set out herein are for the benefit of Lori Walker, Owners and occupants of the tracts, and their respective heirs, successors and assigns, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties, by and through the Association.
- 11. **Severability:** The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.
- 12. **Governing Law:** These covenants and restrictions shall be construed pursuant to the laws of the State of Texas.

Executed this the 10th day of May, 2007.

Lori Walker
Lori Walker, Owner/Declarant

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority on May 10th, 2007 by Lori Walker, owner of Skymac Ranch, and Declarant herein.

Tammy Wigley
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



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CLERK OF COURTS
WALLER COUNTY, TX
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Stewart Title Company
840 13th Street Suite 210
Hempstead, TX 77445

THE STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



Cheryl Peters
County Clerk, Waller County, Texas