

# DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

STATE OF TEXAS

COUNTY OF AUSTIN

This Declaration of Covenants, Conditions, Easements, and Restrictions (the "Declaration") is executed effective as of the date indicated below by **Sealy Meadows LLC**, a Texas limited liability company ("**Declarant**").

## RECITALS:

WHEREAS Declarant is the owner of that certain land in Austin County, Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes, hereinafter (the "Property"); and

WHEREAS, Declarant desires to create and carry out a uniform plan for the development and sale of the Property for the benefit of the present and future owners of the Property, and to convey the Property subject to certain protective covenants, conditions easements and restrictions hereinafter set forth; and

NOW, THEREFORE, it is hereby declared that (i) all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, easements, and restrictions which are for the purpose of protecting the desirability of the Property, and which shall run with the land and be binding on all parties having any right, title, or interest in or to the Property or any part thereof, including their heirs, successors, and assigns, and shall inure to the benefit of each such party; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set forth or referred to in said contract or deed.

## **ARTICLE 1. GENERAL RESTRICTIONS**

All of the Property and any right, title or interest therein shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

### 1.1 Limitation on Use.

- a) All Tracts may be used only for residential purposes. Home-based businesses are permitted provided that use for any business purpose shall be subject to the following limitations:
  - i. Hazardous materials or chemicals will not be regularly used or stored on the Tract;
  - ii. any equipment or materials must be screened from view from any neighboring Tract;
  - iii. any structure is setback a minimum of thirty feet (30') from a neighboring Tract;
  - iv. Noise volume may not exceed 85 decibels; and
  - v. Business may only be conducted indoors or screened from view (except for agricultural

purposes);

1.2 **Minimum Building Setbacks and Public Utility Easements.**

- a) Building setbacks shall be fifty feet (50') along all portions of a tract with publicly maintained road frontage and fifteen feet (15') on all other sides of a Tract. No dwelling or other structure shall be placed or stored within the "pole" portion of any flag-shaped lot (Tract 2 and 3).
- b) Public Utility Easements shall exist as follows:
  - i. A 10' Public Utility Easement shall run parallel to the shared property line for Tracts 2 and 3 extending to a depth of 10' on each side from the shared property line for a distance of 700' starting from the front lot line toward the rear lot line.
  - ii. No structures other than fencing and public utilities may be placed within the Public Utility Easement.
- a) Boundary line fences, cross fences, gates, and structures relating to gate entrances shall be excluded from the definition of structure as used herein. Structures that existed on the property prior to the filing and recordation of this Declaration shall be grandfathered and exempted from these requirements.

1.3 **Dwellings.** All dwellings placed on the Property shall be site-built homes or barndominiums.

- a) Dwellings are subject to the following minimum standards:
  - i. Not less than fifteen hundred (1,500) square feet;
  - ii. Modular or manufactured houses may not be stored on any Tract at any time
- b) Notwithstanding the foregoing, a Tract owner may relocate or reconstruct a building of historical quality and integrity (e.g., a log cabin) to be used as a dwelling or accessory building.

1.4 **Temporary Structures.** No tent, shack, or other temporary building shall be placed on the property as a permanent dwelling, except for temporary structures needed to store tools and equipment during actual construction or for recreational use.

1.5 **Unfinished Structures.** No dwelling or other structure shall remain unfinished for more than fifteen (15) months after construction has begun.

1.6 **Rubbish, Trash and Debris.**

- a) No trash containers, metals, bulk materials, scrap, refuse, trash or debris shall be kept, stored or allowed to accumulate on any portion of the Property within the minimum setback areas established in Paragraph 1.2 above. For all other areas, such items may be kept, stored or allowed to accumulate only if appropriately screened from view from public or common roads and adjacent Tracts. No odors shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, offensive, or detrimental to any other portion of the Property or to its occupants. The Property shall not be used as a dumping ground for rubbish. No Tract owner shall permit any condition to exist on any Tract that will induce, breed or harbor plant disease or noxious insects.

1.7 **Vehicles and Trailers Parking.**

- a) No trucks, automobiles, trailers, graders, stock trailers, horse trailers, boats, tractors, construction machinery, wagons, motorcycles, motor scooters, all-terrain vehicles, or

landscaping equipment (collectively, "Vehicles") shall be parked or stored on any Tract at any time within the minimum setback areas established in Paragraph 1.2 above, except when in actual use. No repair or maintenance work shall be done on any Vehicles (other than minor emergency repairs) except in areas screened from view.

1.8 Swine and Ratites.

- a) No swine or ratites (ostriches, emus and the like) may be kept, stored, or raised upon any Tract or any portion of the Property.

1.9 Other Animals. Owners may keep:

- a) Horses, cows, goats, or sheep;
- b) Common domesticated pets, such as dogs or cats, confined to a fenced yard or within the Dwelling, though no commercial breeding or kennel operations are permitted; and
- c) A maximum number of thirty (30) chickens, which may be kept for personal, but not commercial use. In no event shall any roosters be kept on the Tract.
- d) No wild animals are permitted.

1.10 Individual Sewage Disposal Systems. No individual sewage disposal system shall be permitted unless the system is designed, located, constructed and maintained in accordance with all state, federal, and local laws, including any promulgated by Austin County. In addition, no dwelling shall be occupied until connected to an on-site wastewater system that has been approved and permitted by Austin County. Individual sewage disposal systems must additionally comply with the minimum setback requirements outlined herein.

1.11 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good condition and repair, adequately painted, and otherwise maintained by the Owner thereof.

1.12 Maintenance. Each Owner must keep the Tract, all landscaping, the dwelling, and all structures in a neat, well-maintained, and attractive condition.

1.13 Further Subdivision. No Tract shall be further subdivided.

1.14 Additional Prohibited Activities. Additional prohibited activities are:

- a) any illegal activity;
- b) any nuisance or noxious or offensive activity;
- c) any storage of-
  - i. building materials except during the construction or renovation of a dwelling or a structure;
  - ii. unsightly objects unless completely shielded by a structure;
- d) any exploration for or extraction of minerals;
- e) the display of any sign except-
  - i. one not more than five square feet, advertising the Tract for sale or rent or advertising a garage or yard sale, or
  - ii. political signage not prohibited by law
- f) the operation of:

- i. junkyards - one or more vehicles in disrepair placed on any Tract for more than two weeks shall constitute a junkyard unless said vehicles are kept in a garage.
- ii. repair yards,
- iii. wrecking yards,
- iv. sludge farms, or
- v. kennel operations of any kind.

## ARTICLE 2. MISCELLANEOUS

2.1 **Term.** This Declaration shall run until December 31, 2032. After December 31, 2032, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as provided below.

2.2 **Termination.** This Declaration may be terminated only by a written instrument executed by owners of the Property that collectively own seventy five percent (75%) of the total number of lots of the Property.

2.3 **Amendment.** This Declaration may be amended by a written instrument executed by owners of the Property that collectively own sixty percent (60%) of the total number of lots of the Property, provided, however, that so long as Declarant owns any portion of the Property, Declarant may amend this Declaration at any time. Any such amendment shall be effective upon recordation in the County Property Records of an instrument executed and acknowledged by Declarant and/or the requisite number of owners and setting forth the amendment.

2.4 **Severability.** The provisions of this Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision shall not affect the validity or enforceability of any other provision or portion thereof.

2.5 **Enforcement.** The Declarant and each Owner of a portion of the Property shall have the right to enforce any and all provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

2.6 **Effect on Declarant.** The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce the same, and Declarant shall not be subject to any claim, demand, or cause of action from any Tract owner by virtue of not enforcing any restrictions herein contained.

2.7 **Attorney's Fees.** If any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

2.8 **Fines.** Each Owner and occupant of a Tract agrees to comply with this Declaration and agrees that failure to comply may subject him to damages or injunctive relief.

2.9 **No Waiver.** Failure by an Owner to enforce this Declaration is not a waiver.

2.10 **Presuit Mediation.** Prior to initiating litigation, any Tract owner or Declarant must first send notice of its claim or complaint and list of remedies requested to the Tract owner who is allegedly in breach of these covenants within ninety (90) days of the alleged action underlying the claim or complaint. All parties must then submit to mediation in good faith, bearing fifty percent (50%) of the mediation expenses. Failure to serve timely written notice or to mediate in good faith shall serve as a waiver of any

rights to pursue litigation.

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Signature Page to Follow

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of January 18, 2023.

**DECLARANT:**

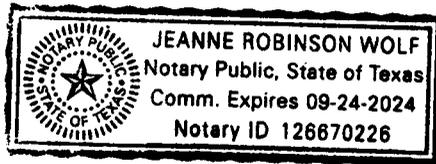
Sealy Meadows LLC, a Texas limited liability company

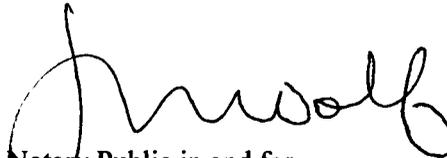
BY: Wild Springs Investments LLC, a Texas limited liability company, its Manager

By:   
Shawn Culhane, Manager

THE STATE OF Texas  
COUNTY OF Travis

This instrument was acknowledged before me on January 18, 2023, by Shawn Culhane, Manager of Wild Springs Investments LLC, the Manager of Sealy Meadows LLC.



  
Notary Public in and for  
The State of Texas

**EXHIBIT A**

**TRACT 1 LEGAL DESCRIPTION:** Being 2.693 acres out of the Stephen F. Austin Survey, Abstract No. 7, in Austin County, Texas and being a portion of that certain 16.007 acre tract shown on survey plat dated September 2, 2022 by Mark R. Watson, RPLS No. 5740, said 16.007 acre tract being a portion of that certain 67.36 acre tract described in Doc.#2000210 of the Official Public Records of Austin County, Texas; Said 2.693 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in August-October 2022:

BEGINNING at a ½" iron rod found in the northeast line of Grotto Road and the south corner of that certain 8 foot wide strip described in Volume 701, Page 184 of the Deed Records of said Austin County, Texas, for the west corner of said 16.007 acre tract and the west corner hereof;

THENCE North 42°28'41" East, along the northwest line of said 16.007 acre tract and the southeast line of said 8 foot wide strip, a distance of 521.97 feet to an iron rod set in the northwest line of said 16.007 acre tract, the southeast line of said 8 foot wide strip, for the most northerly west corner of Tract 2, surveyed this same day, for the north corner hereof, from which a 1/2 inch iron rod found in the northwest line of said 16.007 acre tract bears North 42°28'41" East, a distance of 569.01 feet, and a iron rod set for the north corner of said 16.007 acre tract bears North 42°28'41" East, a distance of 695.17 feet;

THENCE crossing said 16.007 acre tract and along the upper southwest line and the lower northwest line of said Tract 2, the following two (2) courses and distances

South 47°29'32" East, a distance of 226.83 feet to an iron rod set for an interior corner of said Tract 2 and the east corner hereof;

South 42°30'28" West. A distance of 500.00 feet to an iron rod set in the southwest line of said 16.007 acre tract, the northeast line of Zaruba Road, for the south corner hereof, from which a 1/2 inch iron rod found for the south corner of said 16.007 acre tract bears South 47°29'32" East, a distance of 353.55 feet;

THENCE along the southwest line of said 16.007 acre tract and the northeast lines of said Zaruba Road and said Grotto Road, the following three (3) courses and distances:

North 47°29'32" West, a distance of 33.17 feet to a found 1/2 inch iron rod;

North 84°00'19" West, a distance of 37.18 feet to a found 1/2 inch iron rod;

North 47°26'17" West, a distance of 163.51 feet to the POINT OF BEGINNING containing 2.693 acres more or less, and as shown on the certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas South Central Zone and are derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTLs".

**TRACT 2 LEGAL DESCRIPTION:** Being 5.545 acres out of the Stephen F. Austin Survey, Abstract No. 7, in Austin County, Texas and being a portion of that certain 16.007 acre tract shown on survey plat

dated September 2, 2022 by Mark R. Watson, RPLS No. 5740, said 16.007 acre tract being a portion of that certain 67.36 acre tract described in Doc.#2000210 of the Official Public Records of Austin County, Texas; Said 5.545 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in August-October 2022:

BEGINNING at a ½" iron rod set in the northwest line of said 16.007 acre tract and the southeast line of that certain 8 foot wide strip described in Volume 701, Page 184 of the Deed Records of said Austin County, Texas, for the north corner of Tract 1, surveyed this same day, for the most northerly west corner hereof, from which a 1/2 inch iron rod found in the northeast line of Grotto Road, for the west corner of said 16.007 acre tract bears South 42°28'41" West, a distance of 521.97 feet;

THENCE North 42°28'41" East, along the northwest line of said 16.007 acre tract and the southeast line of said 8 foot wide strip, at a distance of 569.01 feet passing a found 1/2 inch iron rod, in all a distance of 695.17 feet to an iron rod set in the southeast line of said 8 foot wide strip, for the west corner of that certain 21.066 acre tract described in Volume 428, Page 549, of the said Deed Records, for the north corner of said 16.007 acre tract, for the north corner hereof, from which a found 1/2 inch iron rod at fence corner post bears North 47°32'54" West, a distance of 8.12 feet;

THENCE South 47°32'54" East, along the southwest line of said 21.066 acre tract, the northeast line of said 16.007 acre tract, a distance of 297.20 feet to an iron rod set for the north corner of Tract 3, surveyed this same day, for the east corner hereof, from which a 1/2 inch iron rod found in the southwest line of said 21.066 acre tract, for the east corner of said 16.007 acre tract bears South 47°32'54" East, a distance of 282.60 feet;

THENCE South 42°30'28" West, crossing said 16.007 acre tract and along the northwest line of said Tract 3, a distance of 1195.46 to an iron rod set in the northeast line of Zaruba Road, the southwest line of said 16.007 acre tract, for the west corner of said Tract 3, for the south corner hereof, from which a 1/2 inch iron rod found in the northeast line of said Zaruba Road, for the south corner of said 16.007 acre tract bears South 47°29'32" East, a distance of 283.55 feet;

THENCE North 47°29'32" West, along the northeast line of said Zaruba Road, the southwest line of said 16.007 acre tract, a distance of 70.00 feet to an iron rod set for the south corner of said Tract 1, for the most southerly west corner hereof, from which a found 1/2 inch iron rod bears North 47°29'32" West, a distance of 33.17 feet;

THENCE crossing said 16.007 acre tract and along the southeast and northwest line of said Tract 2, the following two (2) courses and distances:

North 42°30'28" East, a distance of 500.00 feet to an iron rod set for the east corner of said Tract 1, for an interior corner hereof;

North 47°29'32" West, a distance of 226.83 feet to the POINT OF BEGINNING containing 5.545 acres more or less, and as shown on the certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas South Central Zone and are

derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTLS".

**TRACT 3 LEGAL DESCRIPTION:** Being 5.321 acres out of the Stephen F. Austin Survey, Abstract No. 7, in Austin County, Texas and being a portion of that certain 16.007 acre tract shown on survey plat dated September 2, 2022 by Mark R. Watson, RPLS No. 5740, said 16.007 acre tract being a portion of that certain 67.36 acre tract described in Doc.#2000210 of the Official Public Records of Austin County, Texas; Said 5.321 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in August-October 2022:

BEGINNING at a 1/2 inch iron rod set in the southeast line of said 16.007 acre tract and the northwest line of that certain 8.000 acre tract described in Volume 772, Page 793 of the Deed Records of said Austin County, Texas, for the east corner of Tract 4, surveyed this same day, for the most northerly south corner hereof, from which a 1/2 inch iron rod found in the northeast line of Zaruba Road, for the south corner of said 16.007 acre tract bears South 42°27'44" West, a distance of 500.00 feet;

THENCE crossing said 16.007 acre tract and along the northeast and northwest line of said Tract 4, the following two (2) courses and distances:

North 47°29'32" West, a distance of 213.15 feet to an iron rod set for the north corner of said Tract 4, for an interior corner hereof;

South 42°30'28" East, a distance of 500.00 feet to an iron rod set in the southwest line of said 16.007 acre tract, the northeast line of said Zaruba Road, for the west corner of said Tract 4, for the most southerly south corner hereof, from which the said 1/2 inch iron rod found for the south corner of said 16.007 acre tract bears South 47°29'32" East, a distance of 213.55 feet;

THENCE North 47°29'32" West, along the northeast line of said Zaruba Road, the southwest line of said 16.007 acre tract, a distance of 70.00 feet to an iron rod set for the south corner of Tract 2, surveyed this same day, for the west corner hereof;

THENCE North 42°30'28" East, crossing said 16.007 acre tract and along the southeast line of said Tract 2, a distance of 1195.46 feet to an iron rod set in the southwest line of that certain 21.066 acre tract described in Volume 428, Page 549, of the said Deed Records, in the northeast line of said 16.007 acre tract, for the east corner of said Tract 2, for the north corner hereof, from which an iron rod set for the north corner of said 16.007 acre tract bears North 47°32'54" West, a distance of 297.20 feet;

THENCE South 47°32'54" East, along the northeast line of said 16.007 acre tract, the southwest line of said 21.066 acre tract, a distance of 282.60 feet to a 1/2 inch iron rod found in the southwest line of said 21.066 acre tract, for the east corner of said 16.007 acre tract, for the north corner of said 8.000 acre tract, for the east corner hereof;

THENCE South 42°27'44" West, along the southeast line of said 16.007 acre tract and the northwest line of said 8.000 acre tract, a distance of 695.74 feet to the POINT OF BEGINNING containing 5.321 acres more or less, and as shown on the certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas South Central Zone and are derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTLS".

**TRACT 4 LEGAL DESCRIPTION:** Being 2.449 acres out of the Stephen F. Austin Survey, Abstract No. 7, in Austin County, Texas and being a portion of that certain 16.007 acre tract shown on survey plat dated September 2, 2022 by Mark R. Watson, RPLS No. 5740, said 16.007 acre tract being a portion of that certain 67.36 acre tract described in Doc.#2000210 of the Official Public Records of Austin County, Texas; Said 2.449 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in August-October 2022:

BEGINNING at a 1/2 inch iron rod found in the northeast line of Zaruba Road, for the south corner of said 16.007 acre tract, for the west corner of that certain 8.000 acre tract described in Volume 772, Page 793, of the Deed Records of Austin County, Texas, for the south corner hereof;

THENCE North 47°29'32" West, along the northeast line of said Zaruba Road, the southwest line of said 16.007 acre tract, a distance of 213.55 feet to an iron rod set in the northeast line of said Zaruba Road, the southwest line of said 16.007 acre tract, for the most southerly south corner of Tract 3, surveyed this same day, for the west corner hereof, from which a found 1/2 inch iron rod bears North 47°29'32" West, a distance of 173.17 feet;

THENCE crossing said 16.007 acre tract and along the southeast and southwest lines of said Tract 3, the following two (2) courses and distances:

North 42°30'28" East, a distance of 500.00 feet to an iron rod set for an interior corner of said Tract 3, for the north corner hereof;

South 47°29'32" East, a distance of 213.15 feet to an iron rod set in the southeast line of said 16.007 acre tract, the northwest line of said 8.000 acre tract, for the most northerly south corner of said Tract 3, for the east corner hereof, from which a 1/2 inch iron rod found for the east corner of said 16.007 acre tract bears North 42°27'44" East, a distance of 695.74 feet;

THENCE South 42°27'44" West, along the southeast line of said 16.007 acre tract and the northwest line of said 8.000 acre tract, a distance of 500.00 feet to the POINT OF BEGINNING containing 2.449 acres more or less, and as shown on the certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas South Central Zone and are derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTLS".

Instrument # 230377  
1/19/2023 1:51 PM

STATE OF TEXAS COUNTY OF AUSTIN  
I certify that this instrument was filed on the  
date and time stamped by me and was recorded in the  
Official Public Records of Austin County, Texas.

Carrie Gresor, County Clerk  
Austin County, Texas

By:

*Stephanie Kocak*