

Rules of Rexville Ranch Estates Homeowner's Association, Inc.

Basic Information

Date:	November 26, 2024
Property Owners' Association:	Rexville Ranch Estates Homeowner's Association, established by the certificate of formation filed with the secretary of state of Texas on November 14, 2024, under file number 805785099.
Property Owners' Association's Address:	565 South Mason Road Ste. 203 Katy, TX 77450. The Property Owners' Association may have other offices.
Declaration:	The Declaration of Restrictive Covenants of the Rexville Ranch Estates Subdivision, recorded in the real property records of Austin County, Texas.
Definitions:	Capitalized terms used but not defined herein have the meaning set forth in the Declaration or Bylaws.

The Property Owners' Association adopts these Rules, which will be enforceable on the recording of this document in the real property records of Austin County in which the property described by the Declaration is located. On violation of these Rules, owners may be subject to Penalties for Violation. These Rules supersede any others and per the date of recording.

A. Rules

- 1. Residential Use.** All Lots within the Subdivision are hereby restricted exclusively to single-family residential use, unless otherwise provided for herein. No Lot shall ever be used for business or commercial use, unless otherwise provided for herein. However, a commercial application can be submitted to the ACC for office use on the lot. Commercial applications that include high-traffic, frequent customers/ visitors or invitees may be deemed a nuisance to residents in the Subdivision.
- 2. Single Residential Dwellings.** Not more than one Residential Dwelling may be constructed and located on a Lot. In addition to the one Residential Dwelling, accessory structures and buildings may be located on a Lot. Accessory structures and buildings include barns, one guest cottage, workshops, and other outbuildings. A limit of three structures per lot for the Subdivision will be enforced by the deed restrictions, No Owner shall use or permit such Owner's Lot or any improvements on the Lot to be used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the

Board of Directors of the Association in its sole discretion; (d) constitute a violation of the Declaration or any applicable law or (e) unreasonably interfere with the use and occupancy of the Subdivision by other Owners. As used herein, the term "Single Family Residential Use" shall be construed to prohibit the use of Lots for garage apartments or other apartments or multi-family dwellings; and no Lot shall be used for any commercial or manufacturing purpose, unless otherwise provided for herein.

Buildings Moved to Property. No building, shed, or other similar type structure shall be moved onto any Lot within the Subdivision without written permission of the Committee. No Residential Dwelling shall be moved onto any Lot other than new tiny manufactured/ modular homes see rule 12. Any Residential Dwelling located On a Lot must be constructed on the Lot.

3. Size and Specifications. The Residential Dwelling on any lot shall not be less than 1500 square feet of heated and air-conditioned space with concrete foundation, exclusive Of garage and porches. Each Dwelling's garage must park a minimum of 2-vehicles. Window AC units are not permitted on a Residential Dwelling.

4. Location or improvements on Lot. No building or other improvement shall be located on any Lot:

- within thirty-five feet (35') from any road or street which the Lot fronts.
- within twenty-five feet (25') from the side and rear line of the Lot. within ten feet (10') from any utility easement.

All storage buildings, shops, guest cottages, sheds, barns, pens, and other outbuildings or enclosures, other than the Residential Dwelling, shall be on the Lot behind the back line of the Residential Dwelling.

5. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities prohibited include, but are not limited to, the following:

The performance of work on automobiles or other vehicles if such repair work may be viewed from any street or roadway within the properties.

- m. Storage of flammable liquids in excess of five (5) gallons.

Activities which may be offensive by reason of odor, fumes, dust, smoke, vibration, and/or pollution which are hazardous by reason of excessive danger, fire or explosion are prohibited.

6. Construction Timeframe. Once construction begins, the construction of the Residential Dwelling must be completed within 12 months of beginning construction. The exterior of the Residential Dwelling must have a finished appearance within 6 months of beginning construction.

7. Roofs. Roofing materials for all buildings (including garage, guest quarters and all outbuildings) shall be new and designed and manufactured specifically for roofs. Wood shingle roof are prohibited on all

buildings. Metal roofs not treated to prevent rust are prohibited on all buildings, notwithstanding anything to the contrary contained herein, the roof of all buildings shall meet or exceed all Federal Housing Administration standards.

8. Propane Tanks. If one or more propane tanks are installed, maintained, or located on any Lot, the propane tanks must be installed and maintained behind the rear line of the Residential Dwelling and shall be installed below ground anywhere on the Lot that is not within a required setback or easement, or otherwise obstructed from view from any road or street in front of the Lot and from all other Lots through use of shrubbery or fencing made of wood or masonry.

9. Exterior Colors. The following colors shall be prohibited from use on the exterior: pink, coral, purple, bright blue, bright yellow-green, bright blue-green, bright yellow, bright orange, bright red, and any other colors that the Committee believes are not in the best interest of the owners of Lots in Rexville Ranch Estates Subdivision. If there is any doubt the ACC will be the final say on color choice. Home owners and builders should check with them prior to building.

10. Signs, no signs, advertisements, billboards, or advertising structure of any kind may be erected or maintained in the Subdivision without the written consent of Declarant, with the exception of one (1) "FOR SALE" sign, advertising a residence for sale, such sign not to exceed 34" x 46". Declarant shall have the right to remove any such non-conforming sign, advertisements, billboards, or advertising structure which is placed in the Subdivision without consent and, in so doing, shall not be liable and is hereby expressly relieved from any liability for trespassing or other tort in connection with or arising from such removal. Notwithstanding anything to the contrary contained herein, the display of political signs shall be regulated by any applicable provisions of law which regulate the display of political signs in subdivisions.

11. Outdoor Lighting. No unshielded lamp or light of any kind is permitted to be located on a Lot. A security light, or lights, mounted on a building is permitted so long as it has a shade or shield that prevents the light from shining directly onto the ground within sixty feet (60') of side or rear boundaries.

12. Manufactured Homes and/or Mobile Homes. Manufactured homes and/or mobile homes may not be located on any lot or on any other part of the Subdivision.

13. Temporary Structures. No structure of a temporary character, whether recreational vehicle, travel trailer, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any Lot at any time as a residence, or any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to, or allow another party to, erect, place and maintain such facilities in or upon any portion of the Property in its sole discretion, which may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property. If a temporary structure is permitted to be placed on a Lot while the main structure is being constructed, this temporary structure may remain for only 12 months while the

main structure is being built. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, and signs.

14. Oil and Gas and Mining Operations. So far as may be possible, considering the rights of the current owners of any interest in the oil, gas, and other minerals on, in and under the Property, no drilling for oil and gas, or development operations associated therewith, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or under any of the Property.

15. Mowing, Trash and Debris. Each Owner of a Lot is responsible for installing, and regularly watering native grass, trees, bushes, flowers and shrubbery between its Dwelling and the road in front of the Dwelling. Each Owner shall also regularly mow and/or otherwise maintain the Lot and, further, the Lot shall be mowed a minimum of two times per month during the months of March, April, May, June, July, August, September, and October of each year to maintain a grass height of no more than 5", prior to and following construction Of Residential Dwelling on the Lot. prior to the construction Of Dwelling, the Lot must be mowed no less than 3 times per year to maintain grass height that does not exceed 5 inches. The Association has the power to create rules and guidelines for cutting grass, including maximum height of grass, in order to assist in controlling potential problems with rodents, snakes, and other nuisances. No trash, garbage, or debris of any kind shall be dumped or permitted to accumulate on any Lot, Yard grass, leaves, and branches may be burned by the Owner of a Lot in a manner that is safe and does not result in creating a nuisance to other residences. No Lot shall be used for the open storage Of any materials whatsoever, which storage is visible from the street, except that new building materials used in construction may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event that an Owner of a Lot is not maintaining in accordance with the terms of this agreement. The Association shall have the right to mow or maintain such lot and bill the Owner for actual costs plus an administration fee of fifteen percent (15%). payable within thirty (30) days. Unpaid balances owed by an Owner shall accrue interest.

16. Fences. Barbed wire fences, metal T-bar post fences and hog wire type fences, privacy fences, walls or pickets of any type are not allowed. All lots in the Subdivision must use iron t-posts up to 6' high on the frontage of the lot that is facing any street. Notwithstanding anything herein to the contrary. Privacy fences up to 6' high behind houses such as around pools are permissible. A safety perimeter fence is required to be installed around pools and must be at least 5' high or current code Texas.

17. Storage of and Repair of Vehicles, Boats and Trailers

NO motor vehicles shall be parked Or stored On any part of the Lot, easement, right-of-way, or any other areas unless such vehicle is concealed from public view inside a garage or other approved enclosure, except up to three (3) passenger automobiles, passenger vans or pickup trucks that: are behind the Dwelling parked in the driveway, in Operating condition; have current license plates and

inspection sticker; are in daily use as motor vehicles on the streets and highways of the State of Texas: and which do not exceed six (6) feet, six (6) inches in height or seven (7) feet, eleven (11) inches in width or twenty-one (21) feet in length may be parked in the driveway on such Lot. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or any other area unless such object is concealed from public inside the garage or other approved enclosure. Owners, visitors and guests are encouraged not to park vehicles in the streets of the subdivision.

18. Antennas and Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, which is visible from any street, common area or other Lot unless it is impossible to receive signals from said location. In that event, the receiving device may be placed in a visible location as applied by the Committee. The Committee may require as much screening as possible while not substantially interfering with reception. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties. No satellite dishes shall be permitted which are larger than three feet (3) in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No MMDS antenna mast may exceed the height of six (6) feet above the center ridge of the roofline. No exterior antennas, aerials, radio satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property.

19. Animals/ Livestock.

No animals shall be raised, bred, or kept on any Lot, with the following exceptions permitted:

b. Domestic or household pets

Up to three (3) horses if the Lot is two or more acres, but not more than three horses on any lot greater than two acres.

d. Other livestock, provided that it is maintained and a part of FFA, or other bona fide similar youth program.

Chickens, but not roosters, for personal consumption, and not for commercial purpose

One large animal (cow or other) per acre is permitted if it is properly fenced

g. A hog for personal consumption or a part of a FFA, or other bona fide similar youth program but not for commercial purposes

h. Dogs shall be limited to (4) per Lot. Cats shall be limited to four (4) per Lot. If two or more Lots are combined for the location of one single family residence, the total number of dogs allowed shall not exceed the number that would be allowed for two Lots. Dogs and cats shall not be allowed to roam freely and must be confined within a building or fenced area. No commercial kennels/dog stays of any kind permitted in the Subdivision.

Any livestock enclosure which is overcrowded or not adequately maintained and cleaned and which presents an unkempt appearance or produces noxious odors is prohibited and may be declared to be a nuisance and ordered removed from the Lot.

Gardening. Gardening, including the growing of fruits and vegetables, shall be permitted on a Lot, provided that the size and location of the garden is approved by the Architectural Control Committee.

B. Penalties for Violation

1. Should the Homeowner fail to maintain their lawn and landscaping in the manner prescribed by Rule 4(a) set forth in this document, then, following the required notice, a fee of ten dollars (\$10.00) shall be assessed against the Homeowner on a daily basis until such improvements are made.
2. Inoperable vehicles will be given a 30 day warning and then a \$10.00/ day fine if not removed from the subdivision or at least out of sight from the street.

C. Enforcement Procedures

C.1. Notice. Before the Property Owners' Association may (a) suspend an Owner's right to use a common area, (b) file a suit against an Owner other than a suit to collect a Regular Assessment or Special Assessment or foreclose under the Property Owners' Association's lien, (c) charge an Owner for property damage, (d) levy a fine for a violation of the restrictions or Bylaws or Rules of the Property Owners' Association, or (e) report any delinquency of an Owner to a credit reporting service, the Property Owners' Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and must state any amount due the Property Owners' Association from the Owner. The notice also must inform the Owner that the Owner (a) is entitled to a reasonable period to cure the violation and avoid the fine or suspension, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (b) may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the Owner receives the notice; and (c) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043) if the Owner is serving on active military duty.

C.2. Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter at issue before the Board. The Property Owners' Association must hold a hearing under this provision not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners' Association may make an audio recording of the meeting. The hearing will be held in executive session, affording the alleged

violator a reasonable opportunity to be heard. Before any sanction under these Rules becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a [10]-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

C.3. Hearing Packet. Not later than ten days before the Property Owners' Association holds a hearing, the Property Owners' Association shall provide to the Owner a packet containing all documents, photographs, and communications relating to the matter the Property Owners' Association intends to introduce at the hearing. If the Property Owners' Association does not provide a packet by the ten-day deadline, the Owner is entitled to an automatic fifteen-day postponement of the hearing.

C.4. Hearing Presentation. During the hearing, a member of the Board or the Property Owners' Association's designated representative shall first present the Property Owners' Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

C.5. Exceptions to Notice and Hearing. The notice and hearing provisions set out in the section C do not apply if the Association (a) files a suit seeking a temporary restraining order or temporary injunctive relief, (b) files a suit that includes foreclosure as a cause of action, or (c) temporarily suspends a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination.

Rexville Ranch Estates Homeowner's Association, a Texas nonprofit corporation,

By: Todd Hayes
Todd Hayes, Managing Agent

STATE OF TEXAS)

COUNTY OF Colorado)

This instrument was acknowledged before me on November 27th, 2024, by Todd Hayes, Managing Agent, of Rexville Ranch Estates Homeowner's Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas
My commission expires: 08/17/2026



Management Certificate

FILED AND RECORDED

Instrument Number: 245397

Instrument Type: COVENANTS AND CONDITIONS

Filing and Recording Date: 11/27/2024 11:53 AM

Number of Pages: 9

GRANTOR REXVILLE RANCH ESTATES
HOMEOWNERS ASSOCIATION

GRANTEE REXVILLE RANCH ESTATES
HOMEOWNERS ASSOCIATION

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Austin County, Texas.



Andrea Cardenas

Andrea Cardenas, County Clerk
Austin County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the Clerk.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.