

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR:
Cool Water Acres Subdivision**

STATE OF TEXAS

COUNTY OF CALDWELL

This Declaration of Covenants, Conditions, Easements, and Restrictions (the "Declaration") is executed effective as of the date indicated below by **Cool Water Acres LLC**, a Texas limited liability company (the "Declarant") of certain land in Caldwell County, and being described as follows:

COOL WATER ACRES, a description of 155.950 acres, more or less, in the George E. James Survey, Abstract 156, Caldwell County, Texas, being comprised of the same 155.951 acre tract conveyed to Cool Water Acres, LLC in document no. 2024-000163, Official Public Records of Caldwell County, Texas. According to the Map or Plat of Record in document no. 2024-002044, Official Public Records, Caldwell, County.

RECITALS

WHEREAS, Declarant is the owner of all of the Lots in Cool Water Acres Subdivision, a Subdivision in Caldwell County Texas, according to the map or plat thereof recorded in Document #2024-002044 (the "Plat") of the Official Public Records of Caldwell County, Texas, 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. Other restrictions applicable to each lot may be made by appropriate provisions in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall inure to the benefit of all parties in the same manner as though they had been originally expressed herein. Should a conflict arise between restrictions placed in a deed and the restrictions listed in this Declaration, this Declaration shall be controlling.

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:

Article I. General Restrictions

Section 1.01 Limitation on Use.

- (a) All Lots may be used only for residential purposes. Except for Lot 1, 16 and 35 of Block B. These lots may be used for limited commercial purposes intended for commercial office or retail space
 - 1) “Limited Commercial Purposes” – To provide limited business services and facilities to predominately the residences of the area or neighborhood. Amplified sound from the hours of 9 AM to 10 PM may be at a maximum of 75 decibels. Amplified sound may not be audible beyond the property line from 10 PM to 9 AM.
 - a) Prohibited Activities. The operation of:
 - i) Junk yards – two or more vehicles in disrepair placed on any Lot for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage;
 - ii) Repair yards, mechanic, tire shops;
 - iii) Wrecking yards;
 - iv) Sludge farms; or
 - v) Kennel operations of any kind;
 - vi) Auto Repair Yards;
 - vii) Septic Pumping;
 - viii) Porta Potty;
 - ix) Trucking Companies;
 - x) Dumpster Storage
 - xi) Sex-oriented businesses
- (b) Hazardous materials or chemicals will not be regularly used or stored on the Lot.
- (c) Any equipment or materials must be screened from view from any neighboring Lot.

Section 1.02 Minimum Building Setbacks and Public Utility Easements. No structure may be placed or erected within the following distances: (Boundary line fences, cross fences, gates and structures relating to gate entrances shall be excluded from the definition of "Structure" as used herein)

- (a) Building Setbacks shall be as shown on the Plat and referenced in the Plat Notes.
- (b) Public Utility Easements shall be as shown on the Plat and referenced in the Plat Notes.
- (c) No perimeter fencing shall obstruct the natural flow of water drainage
- (d) Any and all valid easements and rights of way affecting the property and appearing in the Public Records whether filed of Public Record or not at the time of the filing of these restrictions.

Section 1.03 Dwellings. All Dwellings, with the exception of structures that existed on the Property prior to the filing and recordation of this Declaration, which shall be grandfathered and exempted from the requirements of this section, are subject to the following restrictions:

- (a) The habitable space (heated and cooled) shall not be less than 800 square feet. Except for Tiny Homes (as defined by the American National Standards Institute (ANSI) and/or the Recreational Vehicle Industry Association (RVIA).
- (b) All dwelling units shall be of a permanent nature.
- (c) All exterior walls shall extend to the building foundation. Any pier & beam, modular or manufactured home construction shall include underpinning or skirting with masonry, stone or Hardie © board material around the entire bottom of the dwelling.
- (d) All dwellings shall be well-maintained at all times.

Section 1.04 Dwelling Types. Except for Lots 1, 16 and 35 Block B; all dwellings placed on the Property shall be restricted to one of the following types of construction, and subject to specific requirements described below; with the Exception of Lots 1, 16 and 35 Block B which shall be governed by the following section.:

- (a) Site Built Homes shall mean a newly constructed home that is constructed directly on a Lot. Site Built Homes shall be subject to the restrictions described in Section 1.93.
- (b) Modular Homes shall mean a home that is partially constructed off site and assembled onsite. Single-wide and double wide modular homes are permitted.
- (c) Manufactured homes shall mean a home that is fully constructed offsite and brought onsite to be attached as a permanent fixture of the Lot.
 - (i) Single-wide and double wide manufactured homes are permitted.
 - (ii) Any Manufactured Home must have been originally manufactured within (20) twenty years of the date it is installed on the lot.
- (d) Tiny Homes (as defined by the American National Standards Institute (ANSI) and/or the Recreational Vehicle Industry Association (RVIA).
 - (i) Any Tiny Home must have been originally manufactured within (10) ten years of the

date it is installed on the lot.

- (e) Modular and Manufactured houses may not be stored on any Lot, at any time unless they are in the process of being permanently installed. Any modular or manufactured home that is moved onto the property shall be installed within (30) days from the date that it is brought to the property.

Section 1.05 Structure Types. Lots 1 and 35 Block B and may be for Commercial Office or Retail with parking available for customers. Lot 16, Block B may be used for a venue or limited commercial with no more than an additional 3,000 sq ft of commercial structures to be built and provide parking for guest. Lot 1, Block C may be used commercially for a limited life by Titan Homes or related entity.

Section 1.06 Residences. Except for Lot 13 and Lot 16 Block B. No more than one single-family residence per lot is allowed.

- (a) No more than (2) two Dwelling Types for Lot 13 and Lot 16 Block B is allowed and must have separate septic permits showing approval from governmental entities assigned to regulate septic permits

Section 1.07 Travel Trailers and Recreational Vehicles. No travel trailers, motor homes or recreational vehicles shall be used as a permanent dwelling. No travel trailers, motor homes or recreational vehicles shall be parked or stored on any Lot at any time within the minimum building setback likes established in paragraph 1.02 above. A single travel trailer, motor home or recreational vehicle is permitted for no more than six (6) months, provided the travel trailer, motor home or recreational vehicle is only being used as a temporary residence while a site-built, modular or manufactured home is being constructed.

Section 1.08 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. No shipping containers shall be stored on any lots.

Section 1.09 Unfinished Structures. No Structure shall remain unfinished for more than fifteen (15) months after construction has begun.

Section 1.10 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 1.02 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 Lots.
- (b) 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 its occupants.
- (c) The Property shall not be used as a dumping ground for rubbish.
- (d) No Lot owner shall permit any condition to exist on any Lot that will induce, breed or harbor plant disease or noxious insects.

Section 1.11 Vehicles and Trailers.

- (a) No commercial trucks, no tractor-trailer type trucks, dump trucks, other similar large commercial type trucks, construction machinery, equipment or vehicles shall be parked on any portion of the property at any time unless screened from view, except temporarily while such vehicles are being used in the construction of improvements on/or within the subdivision.

Section 1.12 Swine and Ratites.

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

Section 1.13 Other animals and livestock. Owners are permitted to have:

- (a) Common domesticated pets, such as dogs or cats, confined to a fenced yard or within the Residence, though no commercial breeding or kennel operations are permitted; and
- (b) A maximum number of twenty (20) chickens and no more than two (2) roosters, which may be kept for personal, but not commercial use.
- (c) No dangerous or wild animals are permitted.
- (d) Animals for FFA or 4H projects are permitted.
- (e) No more than five (5) goats, and two (2) sheep per acre.
- (f) No more than 2 horses, llamas, alpacas, mules, donkeys combined per acre.

Section 1.14 Individual Sewage Disposal Systems. No individual sewage disposal system shall be permitted unless they system is designed, located, constructed, and maintained in accordance with all state, federal, and local laws, including any promulgated by Caldwell County. Individual sewage disposal systems must additionally comply with the minimum setback requirements outlined above.

Section 1.15 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.

Section 1.16 Subdivision of Property. No Lot may be further subdivided.

Section 1.17 Maintenance. Each owner must keep the Lot, all landscaping, the residence, and all structures in a neat, well-maintained, and attractive condition.

Section 1.18 Outdoor Lighting. All outdoor lighting shall be shielded, hooded, downward facing or diffused.

Section 1.19 Additional Prohibited Activities. Additional prohibited activities for ALL lots 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 Residence or a Structure;
 - (ii) Unsightly objects unless completely shielded by a Structure;
- (d) **NO SHOOTING OF GUNS OF ANY TYPE OR SIZE, NO DISCHARGING OF FIREARMS**
- (e) Any exploration for or extraction of minerals;
- (f) The display of any sign, except for the following exceptions:
 - (i) One not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale, or
 - (ii) Political signage not prohibited by law; or
 - (iii) Commercial signage. Assisting customers with locating the business for Lot 1,16, & 35 of block B; and Lot 1, Block C.
- (g) The operation of:
 - (i) Junk yards – two or more vehicles in disrepair placed on any Lot for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage;
 - (ii) Repair yards;
 - (iii) Wrecking yards;
 - (iv) Sludge farms; or
 - (v) Kennel operations of any kind.
- (h) Establishments that collect more than 51% of their sales tax from the sale of alcohol.
- (i) Auctioning or selling of personal property, commodities or livestock.

Article II. Miscellaneous

Section 2.01 Term. This Declaration shall run until April 30, 2044. After said date, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as provided below.

Section 2.02 Termination. This Declaration may be terminated only by a written instrument executed by the owners of the Property that collectively own seventy five percent (75%) of the Lots in the subdivision.

Section 2.03 Amendment. This Declaration may be amended by a written instrument executed by the owners of the Property that collectively own seventy five percent (75%) of the Lots in the subdivision, provided, however, that so long as Declarant owns any Lot in the Subdivision, Declarant may amend this Declaration at any time. Any such amendment shall be effective upon recordation in the Caldwell County Property Records of an instrument executed and acknowledged by Declarant and/or the requisite number of owners and setting forth the

amendment.

Section 2.04 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 hereof.

Section 2.05 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.

Section 2.06 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 Lot owner by virtue of not enforcing any restrictions herein contained.

Section 2.07 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.

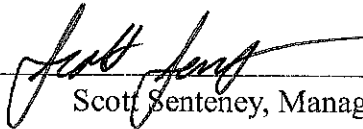
Section 2.08 Fines. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to damages, or injunctive relief.

Section 2.09 Agreement to Mediate. Prior to initiating litigation, any Lot owner or Declarant must first send notice of its claim or complaint and list of remedies requested to the Lot owner who is allegedly in breach of these covenants within (90) ninety days of the alleged action underlying the claim or complaint. All parties must then submit to mediation in good faith, bearing (50%) fifty percent 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.

[Signature page to follow]

IN WITNESS THEREOF, **Cool Water Acres, LLC**, a Texas limited liability company has executed the above and foregoing instrument of Protective Covenants, this 15 day of April, 2024.

BY: Cool Water Acres, LLC, a Texas limited liability company by and through its manager TexLand Capital 2024, LLC a Texas limited liability company by and through its manager TexLand Capital LLC, a Texas limited liability company

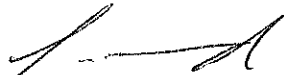


Scott Senteny, Manager of TexLand Capital LLC,
a Texas limited liability company

STATE OF TEXAS

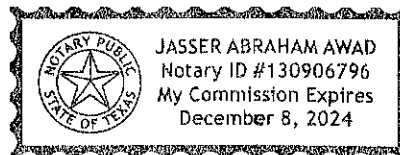
COUNTY OF Travis

The foregoing instrument was acknowledged before me on the 15 day of April, 2024 by Scott Senteny, Manager of TexLand Capital, LLC, the Manager of TexLand Capital 2024, LLC, a Texas limited liability company, the Manger of Cool Water Acres LLC, a Texas limited liability company.



Notary Public, State of Texas

My commission expires: 12/8/2024



FILED AND RECORDED

Instrument Number: 2024-003043 DECLARATION

Filing and Recording Date: 04/19/2024 11:08:53 AM Pages: 9 Recording Fee: \$53.00

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



Teresa Rodriguez

Teresa Rodriguez, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.