

Edwards County 990473

DECLARATION IMPOSING PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS AND CREATING
SUBDIVISION LANDOWNERS ASSOCIATION
FOR
WHITE MOUNTAIN SUBDIVISION

THE STATE OF TEXAS *
*
COUNTY OF EDWARDS * KNOW ALL MEN BY THESE PRESENTS:

WHEREAS FRED W. GRAVES III, TRUSTEE, AND RESIDENT OF Edwards County, Texas, whose address is Box 846, Rock Springs, Texas, 78880, and hereinafter referred to as "DECLARANT", is the present legal and equitable owner of all that certain tract of land of real property situated in Edwards County, Texas, hereinafter referred to as the "PROPERTY", same which shall comprise the WHITE MOUNTAIN SUBDIVISION, and which is more fully described on "EXHIBIT A", attached.

AND WHEREAS THE Declarant intends to convey, hereby dedicates, and will convey all the Subject Property subject to certain protective covenants, conditions and restrictions as hereinafter set forth and to those certain other covenants, conditions and restrictions as hereinafter set forth establishing the White Mountain Subdivision Landowners Association (referred to as the "Subdivision Landowners Association") and ultimately wishes to submit the Subject Property to the supervision and control of the SUBDIVISION LANDOWNERS ASSOCIATION for the purpose of supervising, controlling and maintaining the existing road, hereinafter referred to as the EASEMENT ROAD, same which is currently surveyed and in existence, and which has a 60 foot wide ingress, egress, and regress roadway to all of the WHITE MOUNTAIN SUBDIVISION (hereinafter referred to as the "THE SUBDIVISION") properties. Use of the EASEMENT ROAD is to be free, non-exclusive, and uninterrupted as a means of conveyance and transportation in all seasons, festive and otherwise. A survey of this EASEMENT ROAD, placed on the SUBDIVISION plat, appears below as "EXHIBIT A".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby expressly declared that all of the Subject Property shall be held, sold and conveyed subject to this Declaration and dedication, which is for the purpose of protecting the value and desirability of the Subject Property and of supervising, controlling, constructing and maintaining the Easement which shall run with and bind the Subject Property, which shall be binding upon any and all parties having any right, title or interest in or to any of the acreage which comprises the Subject Property and their respective legal representatives, successors and assigns, and which shall inure to the benefit of and be enforceable by the Declarant and each and every Owner and Holder of any portion of the acreage which comprises the Subject Property. Notwithstanding the foregoing, Declarant reserves the absolute right to revoke this declaration at any time prior to the sale of any subdivision property.

DEFINITIONS INCLUDE THE FOLLOWING:

- (A) The term "Owner" shall refer to the record owner or holder, whether one (1) or more or whether masculine, feminine or neuter, of the record title to any portion of the acreage which comprises the Subject Property.

- (B) The term "Declarant" shall refer to Fred W. Graves III, Trustee, address above, his representatives, successors and assigns, or Declarant's designated successors or assigns which shall assume all of the rights and responsibilities of Declarant herein.
- (C) The term "Committee" shall refer to the WHITE MOUNTAIN SUBDIVISION ROAD MAINTENANCE COMMITTEE.
- (D) The term "Association" shall refer to the WHITE MOUNTAIN SUBDIVISION LANDOWNERS ASSOCIATION.

**CREATION OF THE WHITE MOUNTAIN SUBDIVISION
ROAD MAINTENANCE COMMITTEE
& LANDOWNERS ASSOCIATION**

I. WHITE MOUNTAIN SUBDIVISION ROAD AND UTILITY MAINTENANCE COMMITTEE:

1.01 There is hereby created and activated the WHITE MOUNTAIN SUBDIVISION ROAD MAINTENANCE COMMITTEE for the purpose of supervising, controlling, constructing and maintaining the ROAD EASEMENT and for the further purpose of performing such other duties and responsibilities as are allocated under any of the other terms, conditions and provisions of the Declaration. The Committee is also given the authority to enforce this Declaration in any manner it deems appropriate and to act for the best interest of WHITE MOUNTAIN SUBDIVISION of Edwards County, Texas. The initial member of the Committee shall be Declarant Fred W. Graves III, Trustee. Thereafter and upon the sale of all of the acreage which comprises the Subject Property, the Committee shall be composed of three (3) members who shall be chosen by the Association as hereinafter provided. If any one (1) or more of the Committee fails, refuses or is unable to serve, the remaining members are hereby authorized to appoint a person or persons as replacement members. In the event all of the members of the Committee fail, refuse or are unable to serve, the Association shall elect a new Committee, each Owner to have on (1) vote in such election for each acre of the Property which said Owner owns.

II. SUBDIVISION LANDOWNERS ASSOCIATION:

2.01 There is hereby created and established the WHITE MOUNTAIN SUBDIVISION LANDOWNERS ASSOCIATION. Each Owner is required to be and shall be a Member of the Association. By the acceptance of a Deed to any portion of the acreage which comprises the Subject Property, the Owner thereof personally agrees to be and becomes a Member of the Association and agrees to be and becomes bound and obligated by the terms, conditions and provisions of this Declarations. The Association shall be activated at such time as may be determined by the Declarant, in it's sole and only discretion, but in no event shall such Association be activated later than thirty (30) days

following the date that the Declarant has sold all of the acreage which comprises the Subject Property. A meeting of all of the Members of the Association shall be called within thirty days (30) following the date of the activation of the Association for the purpose of electing a new ^{WHITE MOUNTAIN} SUBDIVISION ROAD MAINTENANCE COMMITTEE and conducting such other business as may properly be brought before such meeting. Each Member shall be entitled to one (1) vote in the Association for each acre owned which comprises the Subject Property which said Member owns. When more than one (1) person owns an interest in any of the acreage which comprises the Subject Property, all persons shall be Members of the Association, but they shall collectively cast only one (1) vote for each acre which comprises the Subject Property which said Members own. The Association shall not be incorporated but shall act by simple majority vote in accordance with the terms, conditions and provisions of this Declaration: provided however, should a majority of the owners so elect for good cause, then the Association may become a corporation under the Texas Non-Profit Corporation Act, subject to its By-laws being substantially in compliance with the terms hereof.

III. ASSESSMENTS OR CHARGES

- 3.01 Annual Assessments. Each tract which comprises the Subject Property is subject to an annual assessment of \$120.00 per year against subject property. The annual assessment attributed to each tract or owner for the remainder of the initial year following conveyance into that owner from SELLER as Declarant, shall commence at the conveyance of each tract to that owner from SELLER, prorated and payable monthly for the remainder of that initial year. The annual assessment or charge, as the case may be, must be fixed at a uniform rate for all of the acreage which comprises the Subject Property. Except as to the initial year, any such annual assessment is made as of

January 1 of the year in which the annual assessment is due. The Committee shall fix the amount of the annual assessment against each lot at least thirty (30) days before each January 1st. In the event the annual assessment is greater than the prior year, written notice of the annual assessment shall be sent to each tract owner subject thereto. The assessment shall be payable annually on or before January 31st; provided further, if such annual assessment be not paid by March 1st following its accrual or assessment, the annual assessment shall be deemed delinquent and shall be subject to a late charge equal to ten percent (10%) of the amount of the annual assessment or charge, as the case may be. Provided however and unless otherwise provided by the Association or Committee, upon written application of a member or owner, that owner's annual assessment can be paid in twelve or fewer equal payments on not less than a monthly basis, which payments shall total the amount of the assessment and an additional ten percent (10%) accounting expense in lieu of the late charge.

IV. OBLIGATIONS OF THE OWNERS:

4.01 **Payment of Assessment.** Each Owner of any portion of the acreage which comprises the Subject Property covenants and agrees, by dedication and approval herein, and/or by acceptance of a Deed to any such acreage or tract is deemed to covenant and agree to pay to the Association and Committee an annual assessment or charge, as the case may be, each year, as well as any special assessment duly authorized. The annual assessment and/or any special assessment or charge, together with interest, costs and reasonable attorneys fees, shall, to the full extent permitted by law, be a charge against and a lien upon that portion of the acreage which comprises the Subject Property owned or held by each respective Owner and shall be a continuing lien upon that portion of the acreage which comprises the Subject Property against which such annual assessment or charge, as the case may be, is made. Each such annual assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of that portion of the acreage which comprises the Subject Property against which such assessment is made at the time such assessment or charge, as the case may be, was due. The Committee is expressly authorized and may collect and administer all assessments or charges, as the case may be.

4.02 Lien for Annual Assessment or Charge, as applicable. The lien for any assessment or charge, as the case may be, shall be subordinate to the lien created by any first (1st) mortgage. The sale or transfer, as the case may be, of any portion of the acreage which comprises the Subject Property shall not affect the assessment or charge, as the case may be, lien, and such sale or transfer, as the case may be, shall be subject to such lien. No sale or transfer, as the case may be, shall relieve the Owner of any portion of the acreage which comprises the Subject Property against which such assessment or charge, as the case may be, is made from individual liability for the assessment or charge, as the case may be, made during the period of his or hers or its ownership and extinguishment of the lien shall not relieve such Owner of his or hers or its, personal obligation and liability.

4.03 No assessment or charge, as the case may be, lien shall be impressed against any portion of the acreage which comprises the Subject Property as long as The Veterans Land Board of the State of Texas holds record title thereto: provided however, that this only applies to purchases made under The Veterans Land Board of The State of Texas Program only.

v USE RESTRICTIONS SHALL INCLUDE THE FOLLOWING:

- 1.) No noxious or offensive activity shall be permitted upon any of the acreage which comprises the Subject Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area.
- 2.) None of the acreage which comprises the Subject Property shall be used or maintained as a dumping ground for rubbish, garbage or trash, unless in practice prior to purchase.
- 3.) No junkyards shall be maintained upon any of the acreage which comprises the Subject Property.
- 4.) No swine (pig or hog) farm commercial operation or enterprise shall be maintained upon any of the acreage which comprises the Subject Property.
- 5.) No feed lot (cattle or otherwise) commercial operation or enterprise shall be maintained upon any of the acreage which comprises the Subject Property.
- 6.) Any prohibition or condition contained in or on the Plat of the Property, or contained herein otherwise.

7.) No owner may lease for hunting purposes, such as but not limited to deer hunting, any of the Subdivision property; Exception ; in an instance wherein any Owners total acreage in the Subdivision exceeds 800 acres that owner may may ⁹ lease for hunting provided sound game management is practiced.

8) No Subdivision property may be subdivided further. Should owners within the subdivision with common borders wish to exchange property this is permitted.

9.) No owner may place or install "high fences" or so-called "deer proof" fences on any sub-division property.

10) No hunting blinds or feeders may be placed within 200 feet of any owner's property line.

11) Gates may be placed across the sub-division road, BUT THIS IS DISCOURAGED. Gates may be placed only if owner of tract is the owner of both sides of the said road. If owner of said tract does not own both sides of road at any gate placement or does not own the tract that shares the border then a gate MAY NOT be placed at any point of entry along road unless the owner of the tract that shares this point agrees to gate placement in writing. NO gates may be placed at any other point of the road. Additionally, reasonable and workable means must be provided, either by combination locks or no locks at all, in order that the qualified users of the road may traverse it.

VI DISSOLUTION OF THE SUBDIVISION ROAD MAINTENANCE COMMITTEE
AND OWNERS ASSOCIATION

6.01 It is a matter of fact many well intentioned Landowner Association such as the one enucleated herein, do, in practice, after robust and spirited beginnings, end up by falling into disarray and inattention, often for a variety of reasons; one has only to look at the Bluff Creek Subdivision nightmare for an admittedly extreme example.

Therefore, Declarant deems it prudent to mandate and so order this Declaration so that in the event this above captioned Committee and Association, over a period of time, fail to function, meet, take action, run their appointed business, or become dysfunctional and/or grossly inactive, then, should the foregoing situation be both demonstrable as well as apparent in the view of a reasonable person, then any owner injured by this may take whatever legal action he deems appropriate to protect his interests.

6.02 If at any time a majority of interest in the Subdivision of sixty per cent (60%) wish to dissolve the Road Committee or the Landowners Association, they may do so at a called or routine meeting.

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V11 NOTICE: IT IS HEREBY EXPRESSLY AGREED AND UNDERSTOOD BY AND BETWEEN THE DECLARANT, EACH AND EVERY MEMBER OF THE ASSOCIATION AND THE ASSOCIATION, THAT NEITHER THE DECLARANT NOR ANY SUCH OWNER NOR THE ASSOCIATION HAS THE RIGHT TO REQUEST THE COUNTY OF EDWARDS, STATE OF TEXAS, TO SUPERVISE, CONTROL, CONSTRUCT OR MAINTAIN THE ROAD EASEMENT UNTIL SUCH TIME AS SAID ROAD EASEMENT HAS BEEN IMPROVED TO SUCH AN EXTENT THAT IT MEETS THE COUNTY SPECIFICATIONS FOR LIKE OR SIMILAR ROADS THAT ARE IN EXISTENCE AT THE TIME ANY SUCH REQUEST BE MADE.

GENERAL PROVISIONS:

7.01 The Declarant or any Owner shall have the right to enforce by any legal proceeding at law or in equity, as the case may be, all of the covenants, conditions and restrictions now or hereinafter imposed under and by virtue of the terms, conditions and provisions of this

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

7.02 Invalidation of any one (1) or more of the covenants, conditions or restrictions contained in this Declaration by judgment and/or court order and/or otherwise, as the case may be, shall in no way affect any of the other covenants, conditions and restrictions herein contained, and all such other covenants, conditions and restrictions herein contained shall remain in full force and effect.

7.03 The terms, conditions and provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of protecting the value and desirability of the Subject Property and of supervising, controlling, constructing and maintaining the Easement and/or other responsibilities as provided herein of the Committee or Association.

approval of any governmental regulatory body which is required shall have been obtained.

- 7.04 The liability of any Owner of any of the acreage which comprise the Subject Property for performance of any of the terms, conditions and provisions of this Declarations shall terminate upon sale and/or transfer and/or assignment and/or other divestiture, as the case may be, of said Owner's entire interest in and to his respective portion of any of the acreage which comprises the Subject Property with respect to any obligations arising from and after the date of such sale and/or transfer and/or assignment and/or other divestiture, as the case may be.
- 7.05 As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter unless the context requires the contrary. All headings are not a part hereof and shall not affect the interpretation of any of the terms, conditions and provisions of this Declaration.
- 7.06 This Declaration, as well as any supplement or amendment thereto and any valid action or directive, as the case may be, made under and by virtue of it, shall be binding upon the Declarant and the Owners of any of the acreage which comprises the Subject Property, their legal representatives, successors and assigns.

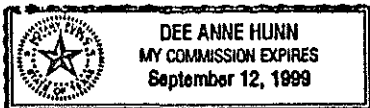
Witness my hands, the Declarant on the Effective Date hereof, the 17th day of May, 1999.

Dee Anne Hunn

BY:

Fred W. Graves III

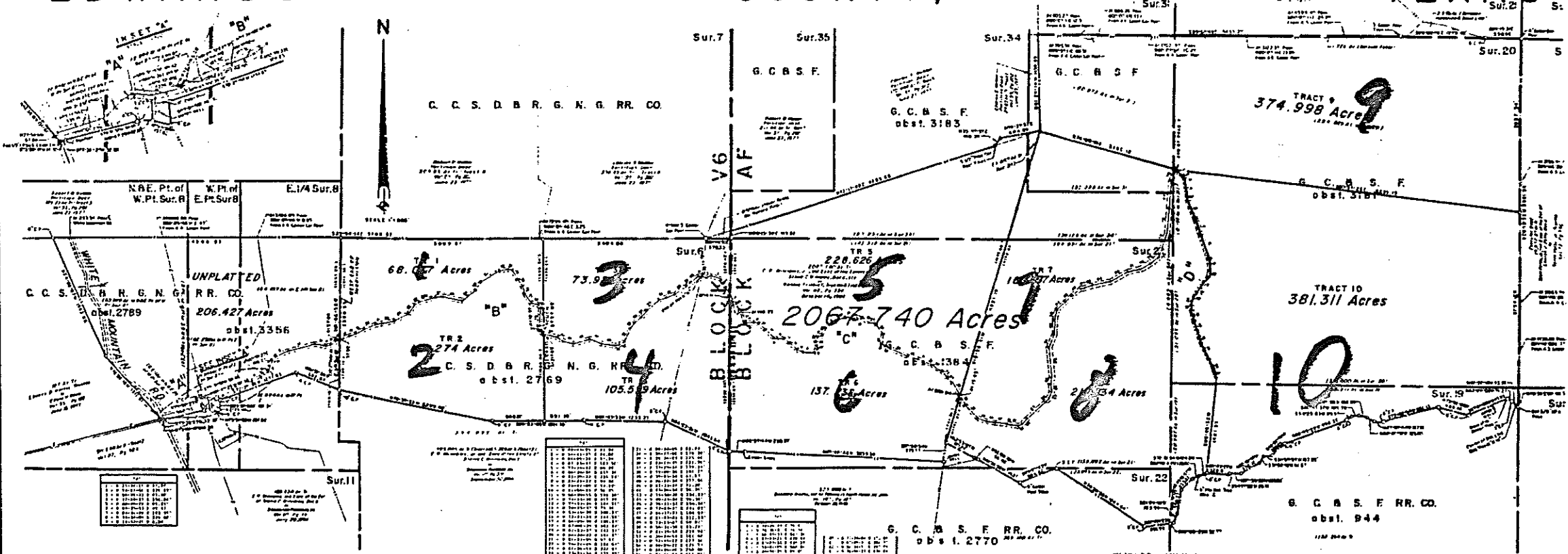
Fred W. Graves III, Trustee
Declarant and Owner



EDWARDS

COUNTY,

TEXAS



WHITE MOUNTAIN SUBDIVISION

A Plat of 1861.309 Acres of land situated about 16.5 miles S05°W of Rocksprings, in Edwards County, Texas.

EXHIBIT "A"

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1	68.4 Acres
2	274 Acres
3	73.9 Acres
4	105.5 Acres
5	220.626 Acres
6	137.5 Acres
7	160.77 Acres
8	205.427 Acres

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I CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT SAME IS TRUE AND CORRECT WITHIN MY KNOWLEDGE AND BELIEF THIS 15th DAY OF October 1924

Charles W. Rott
 CHARLES W. ROTT
 REGISTERED PROFESSIONAL SURVEYOR NO. 2400 STATE OF TEXAS
 HOUSTON, TEXAS 1924
 My Exp. 09-10-25
 My Reg. Exp. 09-10-25