

Declaration of Restrictive Covenants of the Antler Ridge Subdivision

Basic Information

Date: June 8, 2021

Declarant: RICHARD HOLCOMB

Declarant's Address: P.O. Box 427, Ingram, Texas 78025

Property: Antler Ridge Subdivision, a subdivision of record in Volume 4, Pages 2-4, of the Plat Records of Edwards County, Texas, being out of a 4,570.72 acre tract of land out of various surveys.

Definitions

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means RICHARD HOLCOMB and any successor that acquires all unimproved Tracts owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements including roads shown on the Plat and including the portion thereof within the Property which Easements shall be for unobstructed and uninterrupted road and access to and ingress and egress to the Property and for utilities, drainage, and other purposes as shown on the Plat or of record and there is hereby reserved a forty foot (40') utility easement contiguous to and inside each of the property lines of each Tract and a non-exclusive and unobstructed and uninterrupted road easement, which said easement shall be for the use and benefit of all property owners, their families, guests and invitees, and no one shall place a gate or any other obstacle on or across the above-mentioned easement.

"Governing Documents" means this Declaration, By Laws, and rules of the Property Owners Association.

"Member" means Owner

"Owner" means every record Owner of a fee interest in a Tract

"Plat" means the Plat of the Property recorded in Volume 4, Pages 2-4, of the Plat Records of Edwards County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Mobile Home" means any mobile home, manufactured home, manufactured housing, motor home or house trailer.

"Structure" means any improvement on a Tract, including without limitation deer feeders, deer stands, and camps.

"Subdivision" means the Property covered by the Plat.

"Tract" means each tract of land designated as a tract on the Plat.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision and this Declaration shall amend any Declaration previously filed and shall amend same in its entirety and restates same as amended hereby. All Owners and other occupants of the Tracts by their acceptance of their deeds, leases, or occupancy of any Tract agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Tract.

3. Each Owner and occupant of a Tract agrees to comply with the Covenants and agrees that failure to comply may subject such Owner to an action damages or injunctive relief by any Owner.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference and are granted and created hereby.

2. An Owner may use that portion of a Tract lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities; provided that such Easement and road thereon shall be unobstructed and uninterrupted and not have any fence or gate thereon or across thereof. Owners do not own any utility facilities located in an Easement.

3. Declarant hereby creates the Easements and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Tract may be used only for any lawful purpose that does not violate the Covenants.

2. *Prohibited Activities.* Prohibited activities are-

- a. any activity that is otherwise prohibited by the Governing Documents;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of rubbish;
- e. any storage of-
 - i. building materials except during the construction or renovation of a Structure;
 - ii. Vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
 - iv. dump for the depositing of environmental contaminants, which dump would require a permit or license from any governmental or quasi-governmental body. This restriction includes, but is not limited to, vehicle tires being stored or abandoned;
 - v. vehicles of any type abandoned or worked on anywhere on the Property or any Tract for a period of more than ten (10) days;
- f. any deer leases or commercial hunting;
- g. any high fencing (defined as any fence higher than 5.5 feet).

D. Construction and Maintenance Standards

1. *Tracts*

a. *Subdivision Prohibited* Prior to and until December 31, 2031, no Tract may be subdivided into tract(s) that contain less than 145 acres.

b. *Maintenance.* Each Owner must keep the Tract, all landscaping and all Structures in a neat, well-maintained, and attractive condition.

2. Structures

a. *Location on Tract.* No Structure nor any Mobile Home may be located within seventy-five (75) yards of any boundary of a Tract.

b. *Damaged or Destroyed Structures.* Any Structure that is damaged must be repaired within 180 days and the Tract restored to a clean, orderly, and attractive condition. Any Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Tract restored to a clean and attractive condition.

E. Property Owner's Association

1. *Establishment and Governance.* Antler Ridge Property Owners' Association is authorized to conduct the normal collective business of the Antler Ridge Ranch subdivision as a whole. All property owners are automatic and permanent members of such an association of owners.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request. Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Tract. The Property Owners Association has two classes of voting Members:

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Tract. When more than one person is an Owner, each is a Class A Member but only one vote may be cast for a Tract.

b. *Class B.* The Class B Member is Declarant and has two votes for each Tract owned. The Class B Membership ceases and converts to Class A Membership when the Class A Members' votes exceed seventy, percent (70%) of the total number of votes.

4. *Wildlife Management.* The Antler Ridge Ranch Property Owners Association shall be required to have and maintain an active cattle lease or other program for Antler Ridge Ranch subdivision which qualifies for the "agricultural use" appraisal, ad valorem tax exemption (which may include "wildlife management"), that conforms to the regulations prescribed by Edwards County, the Texas Constitution and the Texas Property Codes through a designated authority. The Antler Ridge Ranch Property Owners Association shall have the power, authority, and obligation to supervise, regulate, and secure a cattle lease or other qualifying program, for Antler Ridge Ranch subdivision. If at any time the Antler Ridge Ranch Property Owners Association removes itself

from the current classification for ad valorem taxes of "agricultural use", the owners of Antler Ridge Ranch subdivision shall be responsible for paying any roll-back ad valorem taxes due.

5. *Roads.* All common roads on the Antler Ridge Ranch subdivision are private roads for the express use of property owners and shall be maintained in the following manner: Since road improvements and maintenance on the Antler Ridge Ranch subdivision is of importance to all property owners, the ranch owner's association is authorized to maintain and improve such roads for the common good of all. The property owner's association is authorized make assessments and contract for required road maintenance and improvements.

6. *Association Powers.* The Antler Ridge Ranch Property Owners Association shall have the power, authority, and obligation to supervise, regulate, control, operate, improve and maintain the roadways of the Antler Ridge Ranch subdivision, (as may be required to support, meet and pay administrative expenses thereof, if any), and to pay the costs and expenses required to operate, improve, and maintain all such roadways of the Antler Ridge Ranch subdivision. Any and all assessments upon any tract of land on the Antler Ridge Ranch subdivision pertaining to road improvements and maintenance shall become the personal obligation of the owners of such tract and the Antler Ridge Ranch Property Owners Association shall be granted a lien upon each such tract to secure the payments of such assessments and such assessments shall be an obligation running with the land.

7. *By Laws.* The By Laws of Antler Ridge Ranch Property Association shall provide for the election and operation of the governing body of the Antler Ridge Ranch Property Owners Association.

8. *Deviation.* No deviations of any kind shall be permitted from these restrictions and covenants unless the amendments are made pursuant to the Antler Ridge Ranch Property Owners Association rules for amendment.

9. *Control.* In order to facilitate the sale of tracts within the Antler Ridge Ranch subdivision, Richard Holcomb shall retain executive control of the Antler Ridge Ranch Property Owners Association until such time as Richard Holcomb holds less than thirty percent (30%) of the votes of the Association membership as provided herein; thereafter, elections for elected officers shall be held as prescribed in the Antler Ridge Ranch Owners Association By Laws.

F. Assessments

1. *Authority.* The Property Owners Association may levy Assessments to fund operating expenses of the Property Owners Association.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Tract, which lien is reserved by the Declarant and assigned to the Property Owners Association by acceptance of a deed to a Tract, each Owner grants the lien, together with the power of sale, to the

Property owners Association to secure Assessments.

4. *Commencement.* A Tract becomes subject to Assessments on conveyance of the Tract by Declarant.

5. *Regular Assessments*

a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$300.00 per Tract annually, which is the maximum annual assessment per tract allowed.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

c. *Collections.* Regular Assessments will be collected yearly in advance, payable on the first day of July of each year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any reconstruction, repair, or replacement of any roadway or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a 70% vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Tract not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within 30 days after it is due is delinquent.

G. Remedial Rights

1. *Late Charges and Interest.* A late charge of three (3) percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of six (6) percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

4. *Remedy of Violations.* The Property Owners Association may access an Owner's Tract to remedy a violation of the Governing Documents.

5. *Suspension of Rights.* If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured, provided, however, that the right of an Owner to run for a position on the Board shall not be limited except as provided by law.

H. General Provisions

1. *Term.* This Declaration runs with the land and is binding for a term often (10) years. The term may be extended for successive terms of ten (10) years and this Declaration automatically continues for successive terms of ten (10) years each, unless within one (1) month before the end of a ten-year term Owners of 67% of the Tracts elect not to extend the term. An instrument reflecting the foregoing will be signed by such Owners and recorded.

2. *No Waiver.* Failure by Declarant or an Owner to enforce the Covenants and Governing Documents is not a waiver.

3. *Amendment.* This Declaration may be amended at any time by Owners of 67% of the Tracts. An instrument containing the approved amendment will be signed by the Owners and recorded.

4. *Conflict.* This Declaration controls over the other Governing Documents.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

DECLARANT:

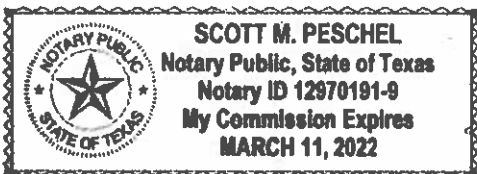
Richard Holcomb
RICHARD HOLCOMB

THE STATE OF TEXAS

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COUNTY OF Kerr

This instrument was acknowledged before me on June 8, 2021, 2021, by RICHARD HOLCOMB.



Scott M. Peschel
Notary Public, State of Texas