202014609
ELECTRONICALLY RECORDED
Official Public Records
11/6/2020 8:08 AM

Janet Parker
Janet Parker, County Clerk
Burnet County, TX
Pages: 19 RES Fee: $98.00

STATE OF TEXAS

COUNTY OF BURNET

DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS, COVENANTS, AGREEMENTS, LIENS, AND CHARGES OF HOMESTEAD HILLS

This Declaration made this the 5th day of Nov., 2020, by:

"HH7 Land, LLC,
A North Carolina Limited Liability Company,
Hereinafter termed, "Declarant"

W I T N E S S E T H :

WHEREAS, Declarant is the owner of a certain tract or parcel of land designated as Tracts 1-72 as depicted on a plat of survey by Triple C Surveying Co. Firm #10193916, plat prepared by Clyde C. Castleberry Jr. #4835, entitled "Homestead Hills", Burnet County, Texas, being a portion of those lands described in the official public records of Burnet County, Texas having document number 202013106 as filed on October 13, 2020;, reference to which is made hereby for incorporation herein; and

WHEREAS, it is the desire and intention of Declarant to sell the above described real property and any property annexed hereto by a set of Supplemental Restrictions and to impose upon it mutual beneficial restrictions, conditions, easements, covenants, agreements, liens, and charges under a general plan or scheme of improvement for the benefit

(h) "Development" means all real property situate in Burnet County, Texas in the aforementioned plat of survey and all other property which may be annexed thereto as provided herein.

(i) "Owner" means any person, firm, corporation, trust or other legal entity, including Developer, who holds fee simple title to any lot.

(j) "Supplemental Declaration" means any Declaration filed for record in Burnet County, Texas, subsequent to the filing of record of this document; or in the event of real property being annexed to the Development, the recorded Supplemental Declaration which incorporates the provisions of this Declaration therein by reference. In either event, the Supplemental Declaration shall include a description of the real property in the Development subject to the provisions of this Declaration and shall designate the permitted uses of such property.

(k) "Improvements" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences and retaining walls and other walls, poles, antennae, and other structures of any type or kind.

(l) "Lot" means any numbered or unnumbered lot or parcel of land within the Development as shown on a registered plat of survey.

II. PRINCIPAL USES

This Declaration shall designate the principal uses of lots, which are more particularly described on the aforementioned plat of survey, which are made subject to this Declaration. If a use other than that set out herein is designated, the provisions relating to permissible uses may be set forth in a Supplemental Declaration. The provisions for single family residential use of a lot are set forth below:

The following are restrictions affecting the above described real property and will be included in the deed of conveyance and shall be deemed covenants running with the land,

to- wit:

1. Lots will be limited to Single Family use, there shall be no mobile homes installed on the property. Cabins and Barndominiums are allowed. Additional structures are allowed on property such as guest houses and garages, storage buildings. They must be built and maintained in same fashion as single family home.

2. All perimeter fences erected on any tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance.

3. Except for placement of entrance and other gates, fences, roadways, wells, well houses, and septic systems, nothing shall be stored, placed or erected on any tract nearer than 25 feet from any boundary line of such tract

4. Livestock are allowed. There shall be no commercial livestock feeding operation conducted on the property.

5. Abandoned or inoperative equipment, vehicles or junk shall not be permitted on any tract. Property owners are to keep their respective tract of land clean and neat in appearance and free of litter at all times.

6. Any livestock feeders and/or structures of any kind shall be a minimum of 50 feet from any property line, fence or road and shall not be visible from any public road.

7. No further lot subdivision is allowed on Lots 1-72.

8. Any Owner or owners may enforce the restrictions

Private Roads Disclosure

HH7 Land, LLC is the seller of that tract or parcel of land located in Burnet County, Texas, and known as Homestead Hills. The aforesaid plat shows various rights-of-ways and easements, all of which are private roads and are not for the general public's use.

As a private road and not a public road, the responsibility for maintenance of the roads is placed upon the property owners and said maintenance shall be governed by the Property Owners Association that will be established and named Homestead Hills POA Inc.

HH7 Land, LLC shall have the right to improve said roadways until turned over to Property Owners Association.

Burnet County will **never** accept these roads for maintenance and upkeep.

Wildlife and Livestock Reservation

HH7 Land, LLC and/or assignee or tenants shall have the right to graze cattle or livestock and maintain feeding and watering areas for wildlife on any owner's tract until such time as owner has enclosed the owner's tract by fence; and each owner and their respective heirs, successors and assigns by acceptance of title to an interest in a tract, hereby agree to indemnify and hold harmless HH7 Land, LLC (and their respective tenants or assignees), from and against, and hereby waive and release any claims or causes of action such owner may have with respect to any injuries to any persons or any damages to any properties that may be caused by livestock on an owner's tract.

IV. PROPERTY OWNERS ASSOCIATION

Membership Covenant

All owners of lots in this subdivision shall become members of the Association upon the execution, delivery, and recordation of a deed of conveyance of title to any lot or lots at the office of the Clerk of Burnet County, Texas.

Each owner of a lot subject to these covenants and restrictions shall maintain one (1) membership per lot with the exception of lot owners that own multiple lots will only receive a membership for each lot they are paying assessments. (See Assessments Section Two). All

lot owners shall abide by the Bylaws of the Association as may be amended from time to time and further agree to pay to the Association an annual maintenance charge as hereinafter set forth.

Assessments

SECTION ONE

Purpose for Assessments.

The Developer and its successors in interest, including the Association as herein provided shall, pursuant to these Declarations, have the power to levy assessments as herein provided for the purpose of financing the operations of the Association and maintaining roads, common areas and other improvements for services within or for the benefit of subdivision lots, including roads and/or utility easements of the subdivision in accordance with the formula herein set forth.

SECTION TWO

Creation of Lien and Personal Obligation for Assessments. Each lot is and shall be subject to a lien and permanent charge in favor of the Developer or the Association in the event of transfer by the Developer to the Association of any and all rights and responsibilities it has under and pursuant to the terms of this indenture for the annual and special assessments set forth in Section Two and Three of this Article IV. Each assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the lot or lots against which it relates and shall also be the joint and several personal obligation of each lot owner at the time the assessment becomes due and payable and upon such owner's successor in

title if unpaid on the date of the conveyance of the lot. Each and every owner covenants to pay such amounts to the Association when the same shall become due and payable. The purchaser of a lot at a judicial or foreclosure sale shall be liable only for the assessments due and payable after the date of such sale. Purchasers of multiple lots within the subdivision shall pay only one (1) annual assessment unless their lot ownership is greater than three (3) lots. For each lot the purchaser owns over three (3), each additional lot shall be due an additional assessment. Lots do not have to be contiguous.

SECTION THREE

Annual Assessments. No later than December 15 of each calendar year the Developer or the Association, as assignee of any and all rights and responsibilities of Developer, shall establish the annual assessments based upon the following considerations: (1) the cash reserve, if any, on account with a lending institution as created for the benefit of the lots of the subdivision; (2) the expenditures devoted to the benefit of the subdivision lots during the immediately preceding twelve (12) month period; and (3) the projected annual rate of inflation for the forthcoming year foreseeable for the county in which the land subject hereto is situate as determined by review of information available to any person, firm, or corporation by any governmental agency, lending institution or private enterprise which provides such statistical data upon request; provided that in any event the minimum annual assessment for 2020 on each lot shall be $400.00 Dollars. If road damage due to construction occurs the lot owner will be responsible for restoring the road to its original

condition. Once a lot owner has constructed a residence on the property, the Road Maintenance Assessment for such improved lot shall be an additional $100.00 per year.

Notwithstanding anything to the contrary contained in the foregoing or elsewhere in this Declaration, Declarant/Developer shall be exempt from all assessments relating to any lot or tract owned by Declarant/Developer or assigns by the Declarant/Developer. The Declarant/Developer reserves the right to convey remaining un-conveyed property on one occasion to a bundled lot purchaser and these lots will be exempt from all but an assessment for one lot until such time a lot is subsequently conveyed by the bundled lot purchaser. All remaining lots in the bundle will still be exempt from assessments over one lot. Assessments will apply to a lot once it is conveyed by the bundled lot purchaser.

Developer, or the Association as assignee of the Developer as herein provided, shall give written notice to each owner of each lot the annual assessment fixed against each respective lot for such immediately succeeding calendar year.

The annual assessments levied by the Developer or the Association as herein provided shall be collected by Developer or the Treasurer of the Association as provided in Section Five of this Article IV.

The annual assessments shall not be used to pay for the following expenses.

(a) Casualty insurance of individual owners for their lots and improvements thereon or for their possessions within any improvement thereon, any liability insurance of such owner insuring themselves and their families individually, which insurance coverage shall be the sole responsibility of the owner(s);

(b) Telephone, gas, sewer, cable television, or electrical utility charges for each lot which expense shall be the sole responsibility of each respective lot owner; and

(c) Ad valorem taxes for any lot, improvement thereon, or personal property owned by owner of any lot.

SECTION FOUR

Special Assessments. In addition to annual assessments, the Developer, or the Association as assignee of the Developer as herein provided, may levy in any calendar year, special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay expenses and for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of improvements on any lot or appurtenances thereto; provided, however, that any such special assessment by the Association shall have the assent of two thirds(2/3rds) of the votes represented, in person or proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such expenditure(s), written notice of which shall be sent to all lot owners not less than ten (10) days nor more than sixty (60) days in advance of such meeting, which notice shall set forth the purpose of the meeting. Any special assessments shall be fixed against the specific lot or lots for which expenditure is appropriated. The period of the assessment and manner of payment shall be determined by the Board of Directors of the Association.

SECTION FIVE

Date of Commencement of Annual Assessments - Due Dates.

Assessments are due in annual installments on or before January 1 of each calendar year, or in such other reasonable manner as the Developer or the Board of Directors of the Association as designee of the Developer by and through its Treasurer shall designate.

The annual assessment(s) provided for in this Article IV shall, as to each lot, commence upon either the execution and delivery of or the recordation of a deed of conveyance, whichever in time first occurs ("commencement date".)

The first annual installment for each such lot shall be an amount (rounding the sum to the nearest whole dollar) equal to the annual payment by the number of days in the current annual payment period divided by the number of days in the current annual payment period and multiplied by the number of days then remaining in such annual payment period.

The Developer, or the Association as assignee of Developer, shall upon demand at any time, furnish any lot owner liable for any such assessment a certificate in writing setting forth whether the same has been paid. A reasonable charge may be made for the issuance of any certificate. Such certificate shall be conclusive evidence of any payment of any assessment therein stated to have been paid.

SECTION SIX

Effect of Non-payment of Assessments, the Personal Obligation of the Owner; the Lien; Remedies of Developer and/or its Assignees, including the Association.

If an assessment is not paid on the date when due as hereinabove provided, then such assessment, together with any interest thereon and any cost of collection, including attorney fees as hereinafter provided, shall be a charge and continuing lien on the respective lot to which it relates and shall bind such property in the hands of the owner, his heirs, legal representatives, successors, and assigns for payment thereof. The personal obligation of the then owner to pay such assessment and related costs shall remain his personal obligation and if his successor in title assumes this personal obligation, such prior owner shall nevertheless remain as fully obligated as before to pay the Developer or its assignee any and all amounts which said lot owner was obligated to pay immediately preceding the transfer of title thereto; and such prior lot owner and his successor in title who may assume such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such lot owner and his successor in title creating the relationship of principal and surety as between themselves other than one by virtue of which such prior lot owner and his successor in title would be jointly and severally liable to make any lot assessment payment.

Any such assessment not paid by the 15th day of March as herein set forth within which such assessment is due, shall bear interest at the rate of eight (8%) percent per annum from such date (delinquency date) and shall be payable in addition to the basic assessment amount then due and payable.

The Developer or its assigns, including the Association, may institute legal action against any owner personally obligated to pay

any assessment or foreclose its lien against any lot to which it relates or pursue either such course at the same time or successively. In such event the Developer or its assigns, including the Association, shall be entitled to recover attorney's fees actually incurred but not exceeding fifteen (15%) percent of the amount of the delinquent assessment and any and all other costs of collection, including, but not limited to, court costs.

By the acceptance by owner of a deed or other conveyance for a lot in the subdivision, vests the Developer or its assigns, including the Association as herein provided, the right and power to institute all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in appropriate proceeding at law or in equity.

The Developer and its assigns, including the Association as herein provided, shall have the power to bid on any lot at any foreclosure sale and to require, hold, lease, mortgage, and convey any lot purchased in connection therewith.

No owner shall be relieved from liability from any assessment provided for herein by abandonment of his lot or lots.

SECTION SEVEN

Subordination of the Charges and Liens to Mortgages Secured by Promissory Notes. The lien and permanent charge for the annual and any special assessment together with interest thereon and any costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed on any lot if, but only if, all assessments with respect to any such lot having a due date on

or prior to the date of such deed of trust is filed for record have been paid in full. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such lien of mortgage is filed for record prior to the satisfaction, cancellation or foreclosure of such lien of deed of trust or sale or transfer of any mortgaged lot pursuant to any proceeding in lieu of foreclosure or the sale under power contained in any deed of trust.

(a) Such subordination procedure is merely a subordination and not to relieve any lot owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is a lot owner; shall not relieve such property from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished as a result of such subordination or against the beneficiary of the lien of a deed of trust or his assignees or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by power of sale); and no sale or transfer for such property to the beneficiary of the lien of any deed of trust or to any other person pursuant to a foreclosures sale, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such lot of any personal obligation, or relieve any subsequent lot owner from liability for any assessment coming due after such sale or transfer of title to a subdivision lot.

(b) Notwithstanding the foregoing provision, the Developer or its assigns, including the Association as herein provided may, in writing at any time, whether before or after any lien of deed of trust is placed upon a subdivision lot, waive, relinquish or quitclaim in whole or in part the right of Developer or its assigns, including the Association as herein provided, to any assessment provided for hereunder with respect to such lot coming due during the period while such property is or may be held by any beneficiary of the lien of any deed of trust pursuant to the said sale or transfer.

SECTION EIGHT

Exempt Property. Each lot shall be exempt from the assessments created hereunder until the execution and delivery of a deed from the Developer, its successors and/or assigns in interest to an owner making the lot conveyed subject to these Declarations.

Except as expressly provided in this Section Eight, no lot shall be exempt from assessments

V. REMEDIES FOR VIOLATIONS, AMENDMENTS TERMS, AND MISCELLANEOUS PROVISIONS

Enforcement

These Covenants, Restrictions, Easements, Reservations, Terms, and Conditions shall run with the land and shall be binding on all parties and all persons claiming under them.

Enforcement of these Covenants, Restrictions, Easements, Reservations, Terms, and Conditions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Either the undersigned Developer, or any successor in title to the undersigned Developer, or any owner of any property affected hereby may institute such proceedings.

Amendment

These Covenants, Restrictions, Easements, Reservations, Terms and Conditions may be altered, amended, or repealed at any time by filing in the office of the Clerk of Burnet County, Texas, an instrument setting forth such annulment, amendment or modification, executed by

either the Developer or its assigns and/or successors in interest any time during which it owns of record lots in the Development subject to this Declaration or Declarant is an owner of adjacent properties which it intends or has intention to subdivide or, in the alternative, by the owner or owners of record as set forth on the records in the office of the Clerk of Burnet County, Texas at any time of the filing of such instruments by consent in writing of seventy-five (75%) percent of the owners of lots subject to these restrictions.

Invalidation

Invalidation of any one of the provisions of this instrument by a Judgment or Order of a court of competent jurisdiction shall in no wise affect the validity of any of the other provisions which shall remain in full force and effect.

Developer's Obligation(s)

In this instrument, certain easements and reservations of rights have been made in favor of the undersigned Developer. It is not the intention of the undersigned Developer in making these reservations and easements to create any positive obligations on the undersigned Developer insofar as building or maintaining roads, water systems, sewage systems, furnishing garbage disposal, beginning and prosecuting a lawsuit to enforce the provisions of this instrument, or of removing people, animals, plants, or things that become offensive and violate this instrument. Where a positive obligation is not specifically set forth herein, none shall be interpreted as existing as it relates to the Developer.

Term

The provisions of this Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are filed for record at the office of the Clerk of Burnet County, Texas at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless prior to the beginning of such ten (10) year period an instrument signed by the then owner(s) of seventy-five (75%) percent of lots subject to this Declaration agreeing to terminate, amend, or modify these Restrictions shall have been recorded in the office of the Clerk of Burnet County, Texas.

Governmental Regulations

The property herein described and lots subdivided therefrom, in addition to being subject to this Declaration, are conveyed subject to all present and future rules, regulations, and resolutions of the County of Burnet, State of Texas, if any, relative to zoning and the construction and erection of any buildings or other improvements thereon.

Notices

Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner of record(s) of the Association at the time of such mailing.

The Developer may assign any and all rights and responsibilities it has under the terms of this Declaration.

Supplemental Declarations and Annexation

Developer/Declarant reserves the right to annex additional properties to the terms and conditions of these restrictions by the recordation of a Supplemental Declaration subjecting said properties to these Declarations.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal
To be hereunto affixed by authority of its Managers, the day and year first above written

HH7 Land, LLC, a North Carolina limited liability company

By: _____
Name: John J. Snow, III, Manager