

**LEMONS GAP ESTATES
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

WHEREAS, **LEMONS GAP DEVELOPMENT, LLC**, is the owner and the developer of the following described land situated in Taylor County, Texas:

Lemons Gap Estates Subdivision, Taylor County, Texas as described in the attached Exhibit and Plat.

WHEREAS, **LEMONS GAP DEVELOPMENT, LLC**, hereinafter referred to as "The Developer" has caused the land described above to be surveyed, platted and divided into lots as shown on the plat "Lemons Gap Estates" and Developer hereby adopts the following restrictive covenants which shall be applicable to each lot located in said subdivision, to-wit:

1. **DESCRIPTION:** Lots located within the subdivision will be conveyed by deeds which described the land by block letter and by lot number, followed by the words Lemons Gap Estates Taylor County, Texas, described in attached Exhibit.
2. **USE:** Each lot shall be used for residential purposes only and not more than one family will be permitted to reside on each lot. Nothing shall be done or kept on any Lot which would increase the rate or cause the cancellation of insurance on any lot.
3. **SIZE:** A lot may not be subdivided.
4. **ARCHITECTURAL CONTROL:** No building or any other structure or improvement shall be erected, placed or altered on any lot until the plans and specifications and a site plan drawn to scale showing the structure and improvements have been approved by the Developer.
5. **BUILDING SETBACKS:** No building shall be located nearer than sixty (60) feet from the front property line bordering any public street or roadway. No building shall be located nearer than forty (40) feet to the back lot line or nearer than forty feet to any side lot line.
6. **FLOOR SLAB ELEVATION:** The top of the floor slab elevation on residential structures shall be placed at a height of not less than eighteen inches (18") above the flood of record elevation. Said elevation to be determined by a Registered Engineer and approved by proper governmental authorities. Developer assumes no liability and shall be released by any owner and or builder who constructs a slab lower than the height described and shall hold harmless as to any claim, cause of action or damage that may result from any such construction.

7. **BUILDING TYPE:** No building shall be erected, placed or permitted to remain on any tract other than a single-family dwelling and a private garage, except that a suitable guest house and other buildings incidental to tract use may be permitted subject to approval pursuant to paragraph 4. No house trailer, shack or tent shall be permitted a permanent structure in or on any part of this subdivision. All dwellings, exclusive of guest houses, will be a minimum of eighteen hundred (1,800) square feet of enclosed living excluding garages. The bottom story of a two-story dwelling shall have a minimum of fourteen hundred (1,400) square feet. The measurements are exclusive of open porches, balconies, driveways, and garages.
8. **ROOFS:** All dwellings shall have a roof that gains minimum of seven (7) vertical inches in elevation for every twelve (12) inches of horizontal run and be covered with roofing materials that meet or exceed 25-year warranty composition shingles. Standing seam or exposed fastener metal roofing is allowed on dwellings with AP-PANEL style roofing only. R-Panel or Ru-Panel styles may be placed on outside structures only. Only new outside construction shall be permitted. No structure shall have tarpaper or roll-brick siding or any similar material on outside walls. All wood exteriors, which require stain or paint, must be periodically maintained and kept in slightly condition. All dwellings shall be faced with brick of 75% of exterior wall elevations.
9. **COLORS:** No dwelling or structure shall have any exterior color that is deemed inappropriate by the Developer. These inappropriate colors are considered to be, but are not limited to bright yellow, bright blues or baby blues, bright reds or pinks or any other color that the developer considers inconsistent with standard building color and shades commonly seen in upscale, restricted developments.
10. **GARAGES:** Each single-family residential structure shall have an enclosed attached or detached garage space sufficient to house at least two (2) vehicles. No garage shall face and open less than a ninety (90) degree angle to the front property line or to any public street or roadway.
11. **CARPORTS AND DRIVEWAYS:** All carports shall comply with all other restrictions, covenant, conditions and limitations on usage herein provided for other improvements in the Subdivision. All carports shall be open aired structures suitable for not less than one (1) automobile. Carports shall be constructed no closer than one hundred (100) feet from the front building line of the Lot or one hundred (100) feet from any public street or roadway. **DRIVEWAYS:** Driveways must be concrete or hot mix asphalt approach must be concrete no less than the twenty-five feet length or width or bar ditch.
12. **TEMPORARY STRUCTURES:** No temporary mobile home, house or trailer, shack, tent or other buildings shall be placed, erected or permitted on any tract. The Developer may grant permission for such temporary buildings for the storage of materials during construction.
13. **SEWAGE:** No cesspool or other individual sewage system shall be installed or used on a lot other than a septic tank or similar improved sanitary method of sewage disposal meeting

the requirements of the proper governmental authorities. The drainage of septic systems into any road, ditch or surface easement, either directly or indirectly, is prohibited. No condition will continue to exist that causes unpleasant noxious odors caused by the neglect or willful action of any owner in this subdivision. A septic system or sewage disposal system must be approved by the Taylor County Environmental Office.

14. **CONSTRUCTION COMPLETION:** With reasonable diligence, and in all event within six (6) months from commencement of construction (unless completion is prevented by war, strikes, or an Act of God), any dwelling commenced shall be completed as to its 100% exterior. Lot owners must commence construction on a single family dwelling on or before twenty four (24) months after purchase of lot.
15. **DRAINAGE:** Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. All owners are required, at their own expense, to provide a culvert adequate for the flow of drainage at the entrance to their property. Such culvert shall be approved by Developer. Low water crossings are available.
16. **EASEMENTS:** Perpetual easements are reserved by Developer on, over and through tracts in this subdivision for the purpose of installing and maintaining utility facilities and services. All easements shown on the recorded plat of the subdivision are adopted as part of these restrictions. In instances where surrounding terrain may necessitate the location of utilities outside of the precise areas designated as easement areas, access may be had at all reasonable times there for installation or maintenance purposes without the tract owner being entitled to any compensation or redress. A twenty foot (20') easement is specifically retained by the Developer on all front lot boundaries facing roadways for the purpose of installing and maintaining utilities for service to all lots in the subdivision.
17. **FENCES:** Fences of not more than six feet in height, constructed of wood, masonry, galvanized chain link, or other material as approved by the Developer may be erected on the Lot property line with no fence any nearer to the front of any Lot than the front building line. Fences may be constructed or maintained on Lot easements provided they have at least fifteen foot wide gates centered on every fence crossing said easement and do not interfere in any way with the use of such easements by the public or private utilities then utilizing or thereafter desiring to utilize same. The rights of owners of such fences shall at all time be subordinate in every way to the rights of public or private utility companies.
18. **LANDSCAPING:** Each Lot on which a home is constructed shall have landscaping including, but not limited to, shrubs, flowers, trees, ground cover, and grass. Landscaping of a Lot shall be completed within one hundred eighty days (180) after the date on which the construction of the home is complete, or becomes occupied. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. Each Lot owner shall mow and maintain the landscaping and vegetation on his Lot, including right of ways, in which a manner as to control weeds, grass, and/or other unsightly growth. Each Lot owner shall be required to install and maintain at least two (2) three inch (3") caliper hardwood trees on the front of the Lot.

19. MAILBOXES: All lots shall have curb-side mailboxes of decorative wrought-iron construction or similar decorative metal construction or masonry construction and each mailbox shall be placed in compliance with applicable United States Postal Service requirements.
20. RESERVATION OF SERVICE RIGHTS: Developer conveys to the owner 100% of the surface rights and 50% of the undivided oil, gas and other mineral interest.
21. STABLES AND OUTBUILDINGS: Developer must approve all stables and outbuildings in regard to size, design type, materials, and placement on tract. Such stables and outbuildings shall be kept in a slightly and wholesome condition at all times.
22. EXCAVATION AND DAMS: No excavations except those necessary for the construction of improvements shall be permitted in this subdivision. No earthen tanks or dams shall be constructed without written approval or Developer.
23. SIGNS: No signs, billboards, posters or other advertising shall be erected or displayed to the public view on any tract except one professional sign of not more than two square foot or one sign of not more than ten square feet used to advertise the property for sale or rent or signs not to exceed ten square feet used to advertise the property during construction and sales period. The right is reserved by Developer to construct and maintain billboards or other advertising devices as are customarily connected with the general sale of property.
24. STORAGE: No building materials shall be stored upon any tract except during construction and then such material shall be placed within the property lines of the tract upon which the improvements are to be made. If open carports are used, no unsightly storage shall be permitted therein that is visible from the roadway. No trucks, boats, or unsightly vehicles shall be stored or kept for the purposes of repair on any tract except in enclosed garages or storage facilities protected from the view of the public or other subdivision residents. Any boat, personal water craft, recreational vehicle or travel trailer that is well maintained and in operational condition may be stored if kept no closer than one hundred fifty feet from any public street or roadway. Service areas, storage areas, compost piles, and facilities for drying or airing clothing shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the property except within enclosed structures or approximately screened from view.
25. PETS AND OTHER ANIMALS: Dogs, cats and other household pets which do not make objectionable noise or constitute a nuisance may be kept. No more than one (1) head of domestic animals (with the express exclusion of all swine) may be kept per acre of land and then for owner's personal use and enjoyment only. No type or breed of animal or fowl shall be kept, bred or raised for commercial purposes. Only fowl being kept or raised in a reasonable number for the owner's personal use, enjoyment and home consumption may be kept and all such fowl will be properly caged or confined on owner's premises.

26. **SANITARY CONDITIONS:** All tracts of land in this subdivision shall be kept in a sanitary condition. Dumping of garbage or other refuse on any land in this subdivision or adjacent lands owned or not owned by the developer is prohibited. Trash, garbage or other waste shall not be kept except in sanitary containers with the lids sufficient to keep out flies. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition at all times.
27. **NUISANCES:** No noxious or offensive activity or trade shall be carried on upon any tract in this subdivision or in buildings thereon erected which may be or become an annoyance or nuisance to the neighborhood.
28. **WATER LINES:** A lot owner shall not lay or allow anyone to lay a water line on, over or across such lot which will be used to furnish water on land outside the Lemons Gap Estates.
29. **UTILITIES:** The installation of overhead power lines, telephone lines, communication lines or TV cable lines is strictly prohibited. All utility lines are to be buried except the perimeter of the subdivision. Overhead lines will be allowed at the utility easement bordering the subdivision.
30. **WILDLIFE.** All wildlife roaming within the subdivision is hereby recognized as property of the others and may not be taken for use as pets or for personal use in any way, whether allowed by wild life authorities or not. All hunting for sport or for consumption is prohibited. The discharge of firearms for any purpose except for personal protection is prohibited.
31. **LOT MAINTENANCE:** Any lot that has not been built on must be kept in a presentable manner and must be mowed a minimum of twice annually, at no more than six month intervals.
32. **COVENANT VIOLATION:** If any person or owner shall violate or attempt to violate any of the restrictions of covenants herein set forth, it shall be lawful for and lot owner or owner of an interest in any lot located within such subdivision to prosecute proceedings at law or in equity against any person or owner violating or attempting to violate any such restriction or covenant, either to present such violation or to correct such violation or for damages or other relief for such violation. Invalidation of any one restriction of covenant by judgment or court order shall not affect any of the covenants or restrictions herein set forth.
33. **VARIANCES:** Developer may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and present unnecessary hardships in the application of the regulations contained here provided that such is done in conformity to the intent and purposes thereof and provided, also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the subdivision. Any such variances must be submitted by owner in writing and granted in writing by Developer.

34. COVENANTS RUNNING WITH THE LAND: All restrictions, easements, and reservations are for the benefit of this subdivision and shall be binding upon the purchaser, his heirs, successors or assigns. All restrictions, easements and reservations herein provided and adopted shall apply to each tract and shall be deemed covenants running with the land.

When such tracts are conveyed they shall be subject to such covenants provided for herein and also such as are shown on the plat of this subdivision as recorded in Taylor County, Texas. When such reservations, easements and restrictions are referred to by reference thereto in any deed or conveyance to any tract in said subdivision they shall be of the same force and effect as if written in full. Each contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted upon the express reservations, easements, and restrictions as herein stated and set forth.

35. AMENDMENT: Any and all of the covenants contained herein may be annulled, amended or modified at any time after a period of ten years from the date hereof by a vote of a majority of the property owners. The owner of each tract in the subdivisions shall have one vote. All such tract owners shall be given thirty days written notice of any proposed amendment before same is adopted. The person or persons requesting the amendment shall bear all expenses of such amendment.

LEMONS GAP DEVELOPMENT, LLC

By: _____
JERRY LITTLE, Member

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF TAYLOR §

This instrument was acknowledged before me on the _____ day of June, 2017, by Jerry Little, Member of Lemons Gap Development, LLC.

Notary Public, State of Texas