

STERLING RANCH ESTATES, LLC  
DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, STERLING RANCH ESTATES, LLC, a Texas limited liability company (hereinafter sometimes referred to as "Developer" or "Venture"), is the owner of that certain tract or parcel of real property lying and being situated in Surveys 6 and 7, Block 12, A-314 and A-369, Sterling County, Texas, consisting of 40.8685 acres, more or less, and being more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Developer desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property; and

WHEREAS, Developer will file a Master Plan for said development with the City of Sterling City ("City"); and

WHEREAS, Developer desires to impose upon said Property certain protective covenants, conditions, restrictions, liens and charges as deemed appropriate and to retain the right to modify said covenants, conditions, restrictions and charges from phase to phase as appropriate to be commensurate with Developer's purposes and to comply with the planning and zoning set forth by the City; and

WHEREAS, Developer plans to develop said land into a subdivision, which may be further divided in Phases, Blocks and Lots, which because of location may be areas consisting of different uses;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and which shall be binding on all parties having any right, title or interest in or to the Property which shall inure to the benefit of each owner thereof; and (ii) that each contract or deed that 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 out or referred to in said contract or deed.

**ARTICLE I**

**DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified. Said terms may further be utilized in one, two or more Associations within the Development.

1.01 Restrictions. "Restrictions" shall mean the provisions of this Declaration, as the same may be amended from time to time. In addition to the Restrictions set forth in the Declaration, Developer will or may impose additional restrictions on each phase as it is developed.

1.02 Common Areas “Common Areas” shall mean any land conveyed, leased, dedicated or assigned by Developer for maintenance and operation, including, but not limited to, easements, roads, roadways, rights-of-way, parkways, median strips, sidewalks, parks, trails, paths, ponds, creeks and lakes within the Property.

1.03 Developer. “Developer” shall mean Sterling Ranch Estates, LLC, its duly authorized representatives or their respective successors or assigns.

1.04 Declaration. “Declaration” shall mean this instrument as it may be amended from time to time.

1.05 Improvement. “Improvement” shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.06 Lot. “Lot” shall mean any parcel or parcels of land within the Property shown as a subdivided Lot on a recorded plat of the Property, together with all improvements located thereon.

1.07 Mortgage. “Mortgage” or “Mortgages” shall mean the holder or holders of any Mortgage or Mortgages.

1.08 Owner. “Owner” or “Owners” shall mean a person or persons, entity or entities, including Developer, holding a fee simple interest in any Lot on the Property, but shall not include a Mortgagee.

1.09 Person. “Person” or “Persons” shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.10 Phase. “Phase” shall mean a portion of the Property which is separately identified and platting into Lots and/or Blocks and said plat is filed in the Official Records of Sterling County, Texas.

## **ARTICLE II DEVELOPMENT OF THE PROPERTY**

2.01 Development by Developer. Developer may divide or subdivide the Property into several areas, develop some of the Property, and, at Developer’s option, sell any portion of the Property free of or with modification of the restrictions set forth in this Declaration.

2.02 Addition of Land. Developer may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as they are with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Developer shall be required only to record in the Official

Records of Sterling County, Texas, a notice of addition of land containing the following provisions.

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Sterling County wherein this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall apply to the added land; and
- (C) A legal description of the added land.

2.03 Withdrawal of Land. Provided a plat has not been recorded on said areas, Developer may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Developer shall be required only to record in the Official Records of Sterling County, Texas a notice of withdrawal of said unplatted land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Sterling County wherein this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

2.04 Development of Phases. Developer will develop property progressively in Phases and will record a more detailed Declaration specifically for each Phase. In the event of conflict between the provisions of this Declaration and the Declaration for each Phase, the provisions for the Phase will control.

### **ARTICLE III GENERAL RESTRICTIONS**

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.01 Prefabricated Homes Prohibited. The use of prefabricated homes, included antique homes moved from other locations, shall be prohibited.

3.02 Minimum Floor Space. No residential structure shall be constructed on the Property with a lesser floor area than as follows:

- (A) Lots 1-5, 9-12, 16-41 and 46-58: No less than 1,500 square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, carports and garages;
- (B) Lots 6-8, 13-15 and 42-45: No less than 1,800 square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, carports and garages.

3.03 Construction Materials. All residential structures exterior veneer shall be comprised of not less than seventy-five percent (75%) masonry material (i.e. brick, stone, concrete, stucco), and no more than twenty-five percent (25%) siding material, including, but not limited to, Masonite or hardboard siding. All permanent structures shall have a concrete foundation.

3.04 Garages and Outbuildings. All residences and outbuildings shall be constructed of new materials and shall be kept in a state of good repair so as not to become unsightly. Each garage must be a minimum of a two car garage, and access to each garage must be on a side of the house that does not face the street on which it is located.

3.05 Residential Use Only. All Lots must be used only for residential purposes. No Lot shall be used for any kind or character of business or commercial purpose, with the sole exception being used as a rental property, for a single family residence.

3.06 Trailer Park Hookups. No Lot shall be permitted to install more than one (1) hookup to accommodate RVs, motor homes, or any other vehicle generally associated with a trailer park.

3.07 Antennae and Signals. Antennas and other devices for the transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be limited to ten (10) feet in height from the highest point of the roofline. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot so as to unreasonably interfere with the reception of television or radio signals on any other Lot.

3.08 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any neighboring Lot or any of the Improvements located thereon, excepting the original construction on each Lot.

3.09 Subdividing. No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof; provided, however, that when Developer is the Owner thereof, Developer may further divide and subdivide any Lot and convey an easement or other interest less than the whole.

3.10 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

3.11 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or its occupants.

3.12 Lighting. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property, except for reasonable security or landscape lighting.

3.13 Nuisance and Lateral Support. No noxious or offensive activity or work shall be conducted upon any Lot so as to impair the structural soundness or integrity of any Improvement of any other Lot, or which may be or may become an annoyance or nuisance to the neighborhood.

3.14 Repair of Improvements. All Improvements upon the Property, including any Lot, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner or Owners thereof.

3.15 Roofing Material. The surface of all roofs of principal structures shall be wood shingle, tile shakes, asphaltic laminated shingles, or metal; however, any metal roof shall have all fasteners hidden from sight, or shall be constructed using the Standing Seam method. U-Panel and R-Panel roofs, are expressly prohibited on residential structures; however, U-Panel and R-Panel roofs are permitted on barns, sheds and other outbuildings.

3.16 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on Improvements, except what is constructed by the City of Sterling City; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Improvements.

3.17 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Developer. All driveways shall have culverts of the same depth of the existing drainage ditch through the property to allow for sufficient draining.

3.18 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no open fires shall be lighted or permitted except within safe and well-designed fireplaces, or in contained barbecue units while attended and in use for cooking purposes. The use of fireworks and firearms shall be governed in accordance with any and all ordinances put forth by the City of Sterling City.

3.19 Machinery and Equipment. Without the approval of Developer, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in the development of subdivisions, in connection with the use, maintenance or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided, however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by a public utility, in the performance of its legitimate functions.

3.20 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property, except as provided in 3.22 below.

3.21 Unsightly Articles; Vehicles. No trailer, recreational vehicle, boat, tent or stripped down, wrecked, junked, dismantled or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the driveway or front yard between a street bordering the Lot and the permanent building structure. Same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. There shall be no rebuilding of vehicles in a driveway.

3.22 Mobile Homes, Travel Trailers. No mobile homes shall be parked or placed on any Lot at any time, except for during actual construction of the primary residence of the Lot. Travel

trailers, camper trailers, recreational vehicles and similar items may be stored under a shed intended to house such vehicles. In the event a shed is not located on the Lot, no travel trailer or camper trailer, recreational vehicle or similar items shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.23 Landscape Design. All landscaping shall be designed so as to protect and promote, as far as practicable, the natural location landscape environment through use of native materials, natural drainage, indigenous plant selection and site design.

3.24 Animals and Household Pets. No pigs, hogs, poultry, swine or fowl shall be kept on the Property.

(a) Lots 7, 14, 20-37 and 50-58 shall not be permitted to have livestock animals, including but not limited to sheep, goats, cattle or horses.

(b) All Lots comprised of 0.5 of an acre or less, other than those referenced in 3.24(a) above shall be permitted to house up to five (5) sheep/goats or one (1) horse or one (1) head of cattle.

(c) All Lots comprised of over 0.5 of an acre up to 1.0 acre, other than those referenced in 3.24(a) above shall be permitted to house up to ten (10) sheep/goats or two (2) horses or two (2) heads of cattle.

(d) No domestic household pet shall be allowed to run at large and all of such animals shall be kept within enclosed areas which must be clean, sanitary and constructed in accordance with Plans and Specifications approved by the Developer, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof. No more than a total of six (6) domestic household pets may be kept on each Lot.

3.25 Construction and Sales Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Developer) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence Improvements, and then the material shall be placed within the property lines of the Lot upon which the Improvements are to be erected and shall not be placed on the street or on any other part of the Property.

3.26 Compliance with Provisions of Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time including those for each Phase. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both. Developer, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided Lots

controlled by these covenants within the Property. The reservation of this right of enforcement shall not create an obligation of any kind to enforce the same.

3.27 No Warranty of Enforceability. While Developer has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Developer makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Developer harmless therefrom.

#### **ARTICLE IV SETBACK REQUIREMENTS**

4.01 Outbuildings. Every outbuilding, inclusive of such structures as a detached garage, barn, storage building or greenhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition.

4.02 Set-back Requirements. No building or structure of whatever nature, excluding fences, shall be located on any Lot nearer than 10 feet (10') from any neighboring property line, or fifteen feet (15') from the street side, in order to allow for spacing of utility transformers and pedestals.

#### **ARTICLE V EASEMENTS**

5.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Developer prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed by or on behalf of Developer conveying any part of the Property. Developer reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the Property. Further, Developer reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, sewer, water, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line.

5.02 Installation and Maintenance. Easements for installation and maintenance for utilities and drainage facilities are reserved to the Developer. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of or impede the flow of water through drainage channels in easements. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither Developer nor any utility company using the easements

herein or referred to shall be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the Land covered by said easements.

## ARTICLE VI MISCELLANEOUS

6.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended as provided in Section 6.02 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration, filed of record in the Official Public Records of Sterling County, Texas.

### 6.02 Amendment.

(A) By Developer. This Declaration may be amended by the Developer, acting alone, until Developer has either filed plats of record for or no longer owns any portion of the Property or Developer ceases to exist. No amendment by Developer shall be effective until there has been recorded in the Official Public Records of Sterling County, Texas, an instrument executed and acknowledged by Developer and setting forth the amendment, and an instrument executed and acknowledged by the Secretary of the Association, certifying that the Developer had the requisite number of votes.

6.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

6.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

6.05 Assignment of Developer. Notwithstanding any provision in this Declaration to the contrary, Developer may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

### 6.06 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, or Developer shall have the right to enforce any and all of the provisions of the



Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any provision of said restrictions.

(C) Liens. The Developer shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

#### 6.07 Construction

(A) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.

(D) Deadlines on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or federal holiday, such deadline shall automatically be extended to the next business day.

(E) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Developer has executed this Declaration as of this 23<sup>rd</sup> day of February, 2021.

STERLING RANCH ESTATES, LLC

By: Karen G. Hodges

Name: Karen G. Hodges

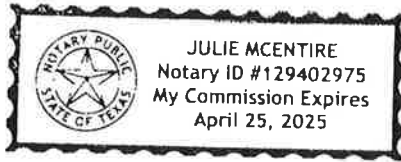
Title: LLC Member / Manager

STATE OF TEXAS

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COUNTY OF Sterling

This instrument was acknowledged before me on this 23<sup>rd</sup> day of February, 2021 by Karen H. Hodges LLC Manager of Sterling Ranch Estates, LLC, on behalf of said company. Member/



Julie McEntire  
Notary Public, State of Texas