

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HIDDEN SPRING**

WHEREAS, Messer Hof II LP, a Texas Limited Partnership (“Developer”) is the Owner and developer of HIDDEN SPRING, located in Lee County, Texas (the “Subdivision”) according to the plat executed by Messer Hof II LP, which plat was filed in Plat slide 132 A-1 and 132 A-2, in the Plat Records of Lee County, Texas; and

WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing Lots in the Subdivision to place restrictions and conditions thereon designating and describing the manner and for what purposes Lots in the Subdivision may be used, and the type and size of structure erected in the Subdivision, which purposes are to be effectuated by this Declaration of Covenants, Conditions, and Restrictions (the “Restrictions”);

NOW, THEREFORE, Developer hereby declares and establishes the following reservations, conditions, and restrictions of the Subdivision to be covenants running with the land, binding upon and to inure the use and benefit of itself, its successors and assigns and to purchasers of Lots in the Subdivision, and, as herein provided, and in accordance with the provisions hereof, for the use and benefit of purchasers of Lots in adjoining property which has been, or may be, developed and sold by Developer and made a part of the Subdivision:

1) **ARCHITECTURAL CONTROL COMMITTEE**

- a) Creation of Architectural Control Committee. There is hereby created an Architectural Control Committee which shall be composed of Barry Barker, Myles Barker, and Rebecca Davies. The Architectural Control Committee shall be free from liability for actions within the scope of the Architectural Control Committee’s function.
- b) Required Approval of Plans. No building or other structure or improvement shall be constructed, erected, or placed on any Lot nor shall any exterior additions to or change or alteration therein be made prior to approval by the Architectural Control Committee as to quality and workmanship and materials, harmony of exterior design and location in relation to surrounding structures and topography, and compliance with Restrictions. As to site-built homes, all final plans and specifications must be submitted to the Architectural Control Committee. Plans, specifications, and plats shall be filed with the Committee by delivery to the office of the Developer or the Hidden Spring Improvement Association.
- c) Approval Process. In the event that any plans and specifications or photographs are submitted to the Architectural Control Committee as provided herein, and the Architectural Control Committee shall fail either to approve or reject, in writing, such plans and specifications or photographs for a period of thirty (30) days following such submission, then approval is presumed.

- d) Expiration of Term. When seventy-five per cent (75%) of the Lots subject to the Restrictions are sold by the Developer (including any additional land which may become subject to the Restrictions pursuant to Section 29 hereof) and the Developer has no intention of adding any additional land to the Subdivision, the term of the Architectural Control Committee shall be deemed to have expired and the Hidden Spring Improvement Association shall assume the duties of the Architectural Control Committee.

2) BUILDING TYPE

- a) Building Types. No building will be erected, altered, placed, or permitted to remain on any Lots other than:
- i) Site-built homes, constructed of new materials and having a minimum of twenty-two hundred (2200) square feet of climate controlled area and if more than one story the ground floor shall not be less than fourteen hundred (1400) square feet and the combined area for the first and second floors shall not be less than twenty two hundred (2200) square feet; or
 - ii) A casita, cabana, or guest house that does not conform to the minimum square footage requirement so long as it otherwise conforms to these restrictions, is compatible with the architecture of the home and painted or finished to blend with the color of the residence, approved by the Architectural Control Committee, and is constructed after completion of the primary home.
 - iii) Barns and outbuildings constructed of new materials, compatible with the architecture of the home and painted or finished to blend with the color of the residence, and approved by the Architectural Control Committee
 - iv) All residences in the subdivision shall have at least fifty percent (50%) of exterior wall space constructed of stone, brick, or stucco, and residences on corner Lots shall have at least seventy-five percent (75%) of exterior wall space constructed of stone, brick, or stucco.

3) TEMPORARY STRUCTURES

No structure of a temporary character including, but not limited to, a tent, shack, garage, barn, house trailer, camper, or other temporary facility shall be used on any Lot as a residence either temporarily or permanently.

4) BUILDING LOCATION

No building or structure shall be located on any Lot nearer the street than the setback lines on the recorded plat. Likewise, no building or structure shall be located nearer than twenty-five feet (25') to an interior Lot line or any easement shown on the plat, or nearer than twenty-five feet (25') to the rear Lot line, with the exception of drainage easements of which there will be no setback requirement. Eaves, steps, terraces, patios, swimming pools, walls, and fences shall not be considered as part of a building for purposes of this section.

In the event a buyer purchases two or more adjoining Lots and desires to construct a dwelling across the common side Lot line(s), the Architectural Control Committee may permit such act by written waiver of the side Lot line setbacks, provided there is not then, or known to be planned, any utility easement along the common side Lot line. Said approval will be subject to the approval of and compliance with any County or State statutes or guidelines.

5) **FENCES AND WALLS**

Fences shall be constructed of wood, brick, rock, stucco covered block, wrought iron, or pipe, with the maximum height not to exceed six feet (6'). If vertical board fencing is used, the horizontal boards must face to the inside of the yard being fenced such that only the vertical boards will be visible from the street or adjacent property Owner. All new fencing that utilizes posts must use metal posts.

No chain link fence will be permitted on any Lot unless it is not visible from the street. No barbed wire may be used on any Lot; however any existing barbed wire fence along the perimeter of the entire Lot may remain, but, should it be removed, the new fence must conform to these restrictions.

All fences and walls must have the written approval of the Architectural Committee prior to construction and the Architectural Committee may deviate from the restrictions and grant a variance if they feel it is in the best interest of the Subdivision.

6) **PERMITTED USES AND USE RESTRICTIONS**

- a) **Residential Purpose Only.** Each Lot within the Property shall be improved and used exclusively for residential purposes. No building or buildings shall be erected, constructed, altered or maintained on any Lot other than one (1) single-family dwelling; provided however, Declarant or any Builder may use any of the Lots owned by it for sales office purposes. Nothing herein shall be deemed to limit the right of Declarant to construct Residences on any Lots owned by Declarant for sale to members of the public and, in connection with the sale of such Residences, to offer such Residences for sale to members of the public or to prevent the leasing of any Lot from time to time by the Owner thereof subject to all of the provisions of this Declaration.

Notwithstanding the foregoing, Owners or occupants of Lots may use a room or rooms as an office, provided that the primary use of the Lot is as a residence, no advertising or signage is used in any manner in connection with the office use, no customers, clients, patients or vendors enter the Lot on any regular basis and such use is in strict compliance with all local ordinances regulating home office use.

Temporary uses may be made of the Lots by the Developer for model houses, parking Lots and/or sales offices, which shall be permitted until such units are sold or until permanent cessation of such uses takes place.

- b) **Commercial Use.** As authorized in Section 6a and except as specifically required by law, no Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, vending or other such nonresidential purpose.

- c) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Residence or landscaping on a Lot. Notwithstanding the foregoing, machinery or equipment which is used for home-hobby purposes may be used provided such machinery or equipment does not constitute a nuisance and provided further that such machinery or equipment is not used between the hours of 10:00 p.m. and 7:00 a.m. Emergency power generators may be used during a power outage at any time. The installation of said generators on Owner's Lots to be approved by Architectural Control Committee or the Hidden Springs Improvement Association.
- d) Rental of Lots. An Owner or a Builder shall be entitled to lease a Lot so long as the Lot has been improved with a Residence for which a certificate of occupancy has been issued. An Owner or a Builder shall not be entitled to rent a Lot which has not been improved with a completed Residence. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to this Declaration, and shall provide that any failure to comply with any provision of this Declaration shall be a default under the terms of the rental or lease agreement. A copy of this Declaration shall be made available by an Owner or Builder to each tenant or lessee so renting or leasing. The Owners and Builders shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Residence.
- e) Oil and Mining Operations. No drilling, development, refining, quarrying, mining, or prospecting operations for any minerals shall be conducted on any Lot, nor shall any well, tank, tunnel, or mineral excavation be permitted on any Lot.

7) **RESUBDIVISION**

No Lot in the subdivision may be further subdivided, with the exception that the Developer may subdivide any Lot.

8) **PARKING**

No inoperative or unlicensed vehicle or bus may be kept on any Lot at any time, however, motor homes, campers, boats, trailers, trucks one-ton or less, will be allowed to be stored on a Lot as long as they are not visible from streets in the subdivision.

9) **ANTENNAE**

Antennae of any sort must be hidden from view of the street.

10) **EASEMENTS**

Developer, for and on behalf of itself and the Association, reserves easements for installation and maintenance of any and all utilities and drainage facilities as shown on the Plat. The easements are for the purpose of installing, using, and maintaining public utilities. The easements are for the general benefit of the subdivision and the property Owners and are reserved and created in favor of all utility companies serving the Subdivision. Furthermore, Developer, for itself and the Hidden Spring Improvement

Association, reserves an easement over and across all parkways, streets, and common areas shown on the Plat.

11) ANIMALS

- a) Loose Animals. No dogs, poultry, or livestock shall be allowed to run unrestrained outside of the Lot of its Owner.
- b) Household Pets. Dogs, cats, or other customary household pets may be kept in reasonable numbers, not to exceed five (5), as long as they are not kept, bred, or maintained for any commercial purposes. Enclosures for household pets must be twenty-five feet (25') or more from adjacent homes.
- c) Poultry. Poultry may be kept in reasonable numbers, not to exceed thirty (30), as long as they are not kept, bred, or maintained for any commercial purposes. Enclosures for two or more poultry must be fifty feet (50') or more from adjacent homes.
- d) Livestock. No livestock shall be raised, bred, or kept with the exception of a maximum of two (2) project animals associated with FFA, 4-H, or other similar clubs on Lots smaller than 4 acres and a maximum of three (3) project animals on Lots equal to, or greater than, 4 acres.

12) GARBAGE AND REFUSE DISPOSAL

No rubbish, trash or garbage or other waste or recycling materials shall be kept or permitted upon any Lot except in sanitary containers located discreetly on the side or at the rear of the residence and reasonably out of sight from the street and neighbors. The day preceding trash or recycling collection, each Owner may place trash or recycling materials in program-approved containers outside the Residence in a location designated for trash or recycling pickup. Each Owner shall remove such trash or recycling containers by nightfall of the trash collection day.

13) NUISANCES

No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to a Lot and no odors shall be permitted to arise therefrom which might render any Lot or portion thereof unsanitary, unsightly, harmful, or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No Owner or Builder shall permit any thing or condition to exist upon their Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. No nuisance, including unreasonable noise, shall be permitted to exist or operate upon any Lot which might be harmful or detrimental to any property in the vicinity thereof or to its occupants. Each Owner and Builder shall be accountable to other Owners and Builders for the conduct of children and other family members or other invitees residing in or visiting their Lot. Any damage to property of another Owner or Builder caused by such invitees shall be repaired at the sole expense of the Owner or Builder where such invitees are residing or visiting.

14) CLOTHESLINES

No clotheslines shall be constructed, placed, or erected on any Lot in such a way as to be visible from outside that Lot.

15) EXTERIOR LIGHTING

Any exterior electrical, gas or other artificial lighting installed on any Lot, including swimming pool lighting, shall be of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Lot.

16) FIRES

There shall be no exterior fires whatsoever except those contained within receptacles designed for such purpose.

17) GARAGES

Section 2 shall govern garages to be constructed on Lots except that, in addition to the requirements set forth in such Section, each Residence constructed on a Lot shall have a garage that, at a minimum, shall permit parking of at least two (2) full-size automobiles, and, at a maximum, shall permit parking of four (4) full-size automobiles. The entrance to the garage is not permitted to face the street.

18) DRIVEWAYS

Driveways are required and must be approved by the Architectural Control Committee or the Hidden Spring Improvement Association. Only one driveway per residence is allowed. Driveways shall be constructed of concrete and must be a minimum of twenty-five (25) feet from adjoining driveways. Each Lot Owner is responsible for installing a culvert between the road and their driveway in compliance with current Lee County regulations. Driveways for the residences located on Lots 14 and 22, shall connect to Monmouth Court, and not Saratoga Way. Likewise, the residences located on those corner Lots shall front Monmouth Court, and not Saratoga Way.

19) MAILBOXES

If curbside mailboxes are required for mail delivery by the US Postal Service, attractive individual designs shall be required and must be approved by the Architectural Control Committee or the Hidden Spring Improvement Association. Within the scope of USPS requirements, the mailbox holders shall be designed and constructed of pleasing natural materials which harmonize architecturally with the residence. The standard rural mailbox installation on a single post shall not be permitted.

20) SWIMMING POOLS

Swimming Pools must be located at the side or rear of Residences in compliance with all zoning setback requirements. Pools must be adequately screened from view from adjacent Lots. Pool and jacuzzi equipment must be housed or screened to minimize visibility from adjacent Lots. Pools shall be installed underground unless otherwise approved by the Hidden Spring Improvement Association. Pool lighting and equipment shall be located and sized so as not to unreasonably disturb the residents of any other Lot.

21) LANDSCAPING

Landscaping shall be installed on the front portion of each Lot within ninety (90) days after the filing of a notice of completion for a Residence or the date of occupancy for a Residence or the date of occupancy thereof, whichever is earlier. Lots shall be maintained in a clean, attractive, weed-free and well-kept condition at all times, including prior to commencement of construction of a Residence.

22) WEED ABATEMENT

Each Owner is responsible for weed abatement on their Lot and adjoining Lot right-of-way and is required to take all necessary steps to ensure that weeds are not allowed to constitute a fire hazard on any portion of their property. After notice to the Lot Owner, the Hidden Spring Improvement Association may enforce this provision and the landscaping provision by entering on to a Lot and remedying the violation and any such charges for this action shall be the responsibility of the Lot Owner and shall be collectible by the Hidden Spring Improvement Association by all legal means, including by a Reimbursement Assessment.

23) COMMON AREAS

Common areas shall be defined as: any landscaped areas, medians, or entry walls including lighting, irrigation, and other features that are located within public right-of-way or other dedicated easements, or areas specifically designated through easement or conveyed fee simple to and maintained by the Hidden Spring Improvement Association or if located in a public right-of-way or other dedicated easement that will not be conveyed but will nevertheless be maintained by the Hidden Spring Improvement Association for the benefit of its members.

24) SIGNS

No sign of any kind shall be displayed to the public view from any portion of the Development except that this limitation shall not apply to:

- a) Signs required by legal proceedings;
- b) Non-commercial signs which by law cannot be prohibited;
- c) A single sign of customary and reasonable dimensions and design and reasonably located on a Lot advertising a Lot for sale or rent;
- d) Signs approved by the Hidden Spring Improvement Association located at or near any entrance to the Development identifying the Development;

- e) Signs required for traffic control and regulation of streets or open areas within the Development;
- f) Signs that display security systems on Owner's Lot that are not larger than five inches (5") by ten inches (10"); and
- g) Signs which advertise garage sales of dimensions and in locations approved by the Hidden Spring Improvement Association.

25) ACCESS TO COUNTY ROAD 302

No Lot Owner may construct direct access to Count Road 302.

26) HIDDEN SPRING IMPROVEMENT ASSOCIATION

- a) Membership. Each and every Owner of a Lot (under a Contract for Deed or a Deed) in the Subdivision shall be a member of the Hidden Spring Improvement Association (the "Association"). If the Developer, in its sole discretion, chooses to incorporate an entity, for the purposes of this provision, then that entity shall be the Association.
- b) Voting Rights. Each member shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one (1) person holds such interest or interests in any Lot, all such person shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- c) Notice and Voting Requirements. Any and all elections of the Association shall be governed by the following rules:
 - i) Written notice of any election shall be given to all members by USPS 1st Class Mail or email at least fourteen (14) days prior to the date of such election.
 - ii) Votes shall be by written ballot and the ballot shall be retained for at least one (1) year after the election.
 - iii) Any election shall be determined by a simple majority of the members voting in such an election.
- d) Address. The address of the Hidden Spring Improvement Association shall be as determined by the Hidden Spring Improvement Committee and conveyed to the members.

27) HIDDEN SPRING IMPROVEMENT COMMITTEE

- a) Formation. The Hidden Spring Improvement Committee (the "Committee") shall be the governing body of the Association. The Committee shall be composed initially of Barry Barker, Myles Barker, and Rebecca Davies.

- b) Election. After seventy-five percent (75%) of the Lots in the Subdivision, including any and all Lots which may be added to the subdivision pursuant to Section 29 hereof, have been conveyed by Contract for Deed or Deed and Developer has no intention of adding any additional Lots or sections to the Subdivision, the initial members of the Committee shall arrange for an election of the members to elect three (3) members of the Association to replace them on the Committee. The election shall be in accordance with Section 26 hereof.
- c) Voting Rights. Each member shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one (1) person holds such interest or interests in any Lot, all such person shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- d) Powers and Functions. The Committee shall have the following powers and functions:
- i) Collect and expend, in the interest of the Subdivision, the Maintenance Fund.
 - ii) Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any Lot Owner in the Subdivision).
 - iii) Serve as the Architectural Control Committee after the initial Architectural Control Committee is terminated pursuant to Section 1 hereof.
- e) Annual Assessments. Each Owner of any Lot by acceptance of a Contract for Deed or Deed thereto, whether or not it shall be so expressed in a Deed or other conveyance, is deemed to covenant and agree to pay the Association the annual assessments which shall hereafter from time to time be fixed, established, and collected by the Committee. The amount of the annual assessment shall be determined by the Committee based on the estimated costs of performing the services set forth in Subparagraph (g) of this section. The initial annual assessment is set at five hundred dollars (\$500.00) for each Lot in the Subdivision. If the basic annual assessment estimated by the Committee is insufficient to cover the cost of the services to be rendered, the Committee may increase the assessment by an amount up to ten percent (10%) at any time after July of a year, without the approval of the members. Developer is not hereby obligated to pay such assessments but may elect to do so. The annual assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land affected thereby and shall be secured by a continuing lien which is hereby reserved in favor of the Association. Each such annual assessment is made, to the same extent as if retained by Developer and expressly assigned to the Association. Each such annual assessment shall also be the personal obligation of the person who was the Owner of the Lot at the time when each such assessment became due and payable.
- f) Capital Assessment. In addition to annual assessments, the Committee may levy a capital assessment for capital improvements to the Common Areas which are approved by members of the Association.
- g) Purpose of Assessments. The annual assessments levied by the Committee shall be used exclusively for the purpose of creating a fund for the improvement and maintenance of the Subdivision (The "Maintenance Fund"). The Committee shall use the Maintenance Fund for expenses incurred for any of the following reasons: to promote the recreation, health, safety, and welfare of the Subdivision and, in

particular, to improve and maintain the Common Areas and to provide essential services as are necessary to keep the Subdivision neat and in good order, paying of legal and other expenses incurred with the collection, enforcement, and administration of assessments; enforcing of all covenants and restrictions for the Subdivision. The Committee's decisions shall be final as to the use of the Maintenance Fund and the members of the Committee shall be free from any liability for actions within the Committee's function, unless gross negligence is proven.

- h) Date of Commencement. The annual assessments shall commence on the date of conveyance of any property subject to such assessment. The first annual assessment shall be for the balance of the calendar year and shall become due on the date fixed for commencement. After the first year, the assessment shall be made as of January 1 of a year on a calendar year basis and shall be paid annually in advance as billed by the Committee. Capitol assessments shall be due thirty (30) days after notice thereof is given by the Committee.
- i) Effect of Nonpayment. Any assessments which are not paid when due are delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the rate of eighteen per cent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay or foreclose the lien against the Lot and interest, costs, and reasonable attorney's fees for any action shall be added to the amount of such assessment.
- j) Term. Such assessments shall continue during the term of the Restrictions.
- k) Duties. It shall be the duty of the Committee to perform the functions required of it by this Declaration; to promptly consider and act upon each application submitted to it pursuant to the terms hereof; to ensure that any Improvements constructed on each Property conforms to plans approved by the Hidden Spring Improvement Association; and to perform all other duties delegated to and imposed upon it by this Declaration

28) TERM

These covenants and restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Lee County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years, unless and instrument signed by sixty-seven percent (67%) of the then Owners of the Lots has been recorded, agreeing to change such covenants in whole or in part, or to revoke them. The Developer reserves the right to modify this Declaration, without the joinder of any Owner, to the extent allowed by law.

29) ADDITIONS TO EXISTING PROPERTY

The Developer may add or annex additional land to the Subdivision from time to time and at any time, providing that the land so added shall be at that time bound by the terms of these Restrictions and any future modifications thereof, by filing of record a Supplementary Declaration of Covenants, Conditions, and Restrictions.

30) ENFORCEMENT

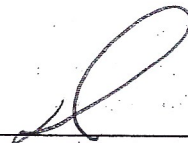
Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the Owner of any Lot in the Subdivision, by the Developer, or by the Committee. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

31) PRIORITY

Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under Section 27 shall have priority as of the date of recording of the original Declaration applicable to Hidden Spring Improvement Association over all other liens and encumbrances applicable to the Lots; provided, however, that such Assessment lien shall be subordinate to the lien of any first mortgage or first deed of trust recorded against the Lot; and provided, further, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage or deed of trust, or pursuant to a power of sale contained in any such mortgage. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges thereafter becoming due, or from the lien of any subsequent Assessment.

32) SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgements or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

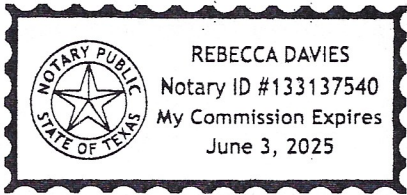


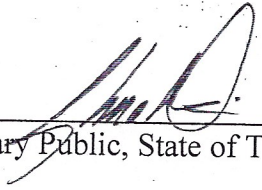
Barry Barker, as Member of Barker & Sohn LLC, a Texas Limited Liability Company, said Company as Managing Partner of Messer Hof II LP, a Texas Limited Partnership

STATE OF TEXAS)

COUNTY OF BASTROP)

This instrument was acknowledged before me on 23 March 2022, 2021, by Barry Barker.





Notary Public, State of Texas

My commission expires: 3 June 2025

03/30/2022 at 12:05 PM
2022-01286
FILED FOR RECORD
SHARON BLASIG
COUNTY CLERK
LEE COUNTY, TX