

**Declaration of Restrictive Covenants of the  
Rosanky Ranch Estates  
An Unrecorded Subdivision**

**Basic Information**

**Date:** \_\_\_\_\_, 2021

**Declarant:** RLM2 Land, LLC, a Texas limited liability company

**Declarant's Address:**

2302 Post Office Street, Suite 601  
Galveston, Galveston County, Texas 77550

**Property:** Being that certain tract or parcel of land situated in Bastrop County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

**Definitions**

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

"Bed and Breakfast establishment" means a single detached dwelling in which no more than three (3) single detached dwellings with a maximum of three (3) guest bedrooms **per dwelling** shall be allowed per Owner's Property for Bed and Breakfast purposes, exclusive of the Owner's Residence, that are made available for compensation by the Owner for the temporary accommodation(s) (including breakfast and other meals, services, facilities, and amenities for the exclusive use of guests) of the traveling or vacationing public. A Bed and Breakfast does not include a restaurant, rooming house, group hotel, hostel, or hotel.

"Declarant" means RLM2 Land, LLC, a Texas limited liability company and any successor that acquires all unimproved real property owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes of record that encumber Property.

"Owner" means every record Owner of a fee interest in the Property

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on any portion of the Property (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property described on Exhibit "A" and any additional property made subject to this Declaration.

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

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Property. All Owners and other occupants of the Property by their acceptance of their deeds, leases, or occupancy of any portion of the Property agree that the Property is subject to the Covenants.

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

3. Each Owner and occupant of any portion of the Property agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

### **B. Easements**

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

2. An Owner may use that portion of their property lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

## C. Use and Activities

1. *Permitted Use.* An Owner's Property be used only for an approved Residence and approved Structures for use by a Single Family.

1.1 *Bed & Breakfast.* Notwithstanding anything to contrary contained herein, an Owner's Property may be utilized to operate and maintain a *Bed and Breakfast establishment* as defined hereinabove. An Owner's Property shall be expressly limited to contain no more than three (3) *Bed and Breakfast establishment(s)* with a maximum of three (3) guest bedrooms per such dwelling utilized as a *Bed and Breakfast*.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. no portion of the Property shall be utilized for any dumping of garbage, rubbish, trash or hazardous materials and no garbage or other waste shall be kept on any portion of the Property except in sanitary containers;
- e. any storage of –
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway. Any vehicle in a state of disrepair or which is unlicensed or unregistered that is placed on any portion of the Property for more than two (2) weeks shall constitute a "junk yard"; or
  - iii. unsightly objects unless completely shielded by a Structure;
- f. any commercial or professional activity except reasonable home office use;
- g. the drying of clothes in a manner that is visible from any street;
- h. installing and/or relocating any new or used single or double-wide mobile home, manufactured home, manufactured housing, or house trailer;
- i. interfering with a drainage pattern or the natural flow of surface water;
- j. any and all domestic animals shall be contained within the boundaries of

each Owner's respective real property or in the control of the animal's owner;

k. no outside, open or pit type toilet shall be allowed on any portion of the Property and all plumbing shall be connected to an approved septic or sewer system. All septic and sewage disposal systems shall comply with any and all requirements, rules and regulations of the appropriate governing agencies;

l. no structure of a temporary character, any ten, shack, garage, barn, unfinished residence, barn or other outbuilding shall, at any time, be used as a residence or dwelling, either temporary or permanently. A travel trailer or motor home may be used as temporary living quarters during the construction of a new home, for a maximum period not to exceed nine (9) months.

m. occupying a Residence that does not comply with the maintenance standards of a Residence as provided for in the 2017 International Maintenance Code and any amendments thereto.

#### **D. Construction and Maintenance Standards**

##### *1. Owner's Property*

a. *Subdivision Prohibited.* No portion of the Property may be further subdivided.

b. *Maintenance.* Each Owner must keep their property, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition as provided for in the 2017 International Maintenance Code and any amendments thereto.

c. *Fencing.* The perimeter of each Owner's Property shall be enclosed with a fence capable of turning livestock, the perimeter fence of each Owner's property shall not be destroyed or taken down. However, nothing herein shall prevent the construction of gates (provided that they are kept closed) or cattle guards (capable of turning livestock) from being construction in said perimeter fence.

##### *2. Residences and Structures*

a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.

b. *Maximum Height.* The maximum height of a Residence is 2 stories.

c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,500 square feet.

d. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within one hundred eighty (180) days and the Property restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within ninety (90) days and the Owner's Property restored to a clean and attractive condition.

e. *Antennas.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back-setback line of any portion of the Property.

f. *Location on Property.* Any and all Residences or Structures shall be located no less than 25' feet from the boundary line of an adjacent Owner.

#### **E. General Provisions**

1. *Term.* This Declaration runs with the land and is binding for a term of 20 years. The term may be extended for successive terms of 10 years each by the affirmative vote of 75.0% percent of the Owners within 2 months before the end of a term. Thereafter this Declaration automatically continues for successive terms of 10 years each, unless within 2 months before the end of a term 25.0% percent of the Owners vote not to extend the term.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67.0% percent of the Owners.

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

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Annexation of Additional Property.* On written approval of Declarant and not less than 75.0% percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

8. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

RLM2 Land, LLC, a Texas limited liability company

BY: \_\_\_\_\_

Robert L. Moody, Jr.

Title: Member

A handwritten signature in black ink, appearing to read "RLM2", is written over a horizontal line that extends from the "BY:" label to the right.

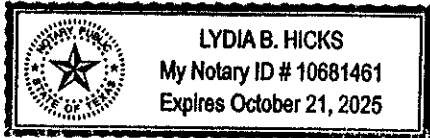
STATE OF TEXAS

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COUNTY OF GALVESTON

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On the 22<sup>nd</sup> day of October, 2021, before me, the undersigned Notary Public, personally appeared Robert L. Moody, Jr. known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as Member of RLM2 Land, LLC, a Texas limited liability company and acknowledged that he executed the same for the purpose contained therein.



Lydia B. Hicks  
Notary Public, State of Texas

After recording, please return to:

2302 Post Office Street, Suite 601  
Galveston, Galveston County, Texas 77550