



## COVENANTS AND RESTRICTIONS

### FOR

### HOLDEN STREET COTTAGES

#### ARTICLE 1 PROPERTY

1.1 Now, therefore, Developer and the Individual Owners adopt the above Recitals and adopt, establish, and impose the following covenants, conditions, liens, and restrictions upon the Property and declare that the Property will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to such covenants, conditions, liens, and restrictions.

1.2 The land covered by these Covenants and Restrictions for Holden Street Cottages includes all of the land described in the Plat recorded at 20120570; and further described as:

A 0.53 acres tract of land in Block 47 (Lydia Montgomery) and Block 48 of the Milam County School Land Survey, Abstract No. 136, in the City of Glen Rose, Somervell County, Texas, being all of the Tracts One and Two described in a deed from Luba Leboeuf, et ux to C B Thompson, et ux, dated June 13, 1979, recorded in volume 73, page 506 of the Somervell County Deed Records.

as well as any additional Phases of the Holden Street Cottages.

1.3 The following building use restrictions which are hereby made covenants running with the land shall remain in full force and effect for a period of fifty (50) years from date of recording, and after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

1.4 All easements that are shown on the recorded plat for the purposes of installation and maintenance of utilities, and all such easements hereafter granted for such purposes shall be observed by each tract owner and shall not be in any manner obstructed so as to hinder or defeat any such easement. All owners of property within the subdivision shall grant any easements which may be shown to be necessary to serve the subdivision or any tract therein with utility services.

1.5 Invalidity of any one of these covenants by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.

1.6 Enforcement shall 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 recover damages.

1.7 Nothing herein shall be construed to prevent the enforcement of these restrictions and covenants by any party hereto, their heirs or assigns or by any person or persons owning any real property situated in said development or subdivision hereby restricted and to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation, nor to prevent any legal entity from so enforcing as prescribed by statute.

1.8 **LEIN DISCLOSURE: Each lot is subject to assessment liens described in Article 4.7 hereof.**

#### ARTICLE 2 RESTRICTIONS

2.1 No tract shall be used for any purposes other than for residential purposes for single family usage. Without limiting the meaning of residential, the definition of residential purposes shall specifically exclude the laying out of a roadway or easement across a lot to reach another tract, whether that other tract is used for residential purposes or otherwise. All plans for construction of structures within the subdivision shall be submitted to and approved by the

Architectural Control Committee prior to any construction beginning. The Architectural Control Committee shall have the authority to grant any and all variances to the restrictions set forth herein when it shall be deemed by the Architectural Control Committee that such variances are in the best interests of the applicant and the subdivision as a whole. The committee will not approve any plan that is not compliant with the conceptual design of the development.

2.2 Each residence and garage shall be located on lots with minimum side building lines of 5 feet on interior creating a total minimum distance between each residence of 10 feet. Furthermore, each residence shall be granted permission to "use" 5 feet of the adjacent residence's side yard in order to maximize the useable side yard for each residence. No structures shall be constructed in the "use" easement. Furthermore, no landscaping other than sod shall be placed directly against the adjacent residence or garage. Absolutely no raised areas, including sod, shall be placed within 4 inches of the finished floor of the adjacent residence or garage.

2.3 Livestock cannot be raised or kept on any tract, and no more than two other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Any animal allowed to be kept may be required to be removed in the event that it becomes a nuisance to any other tract owner. All pets must be kept on a leash.

### **ARTICLE 3 CONSTRUCTION**

3.1 Construction of new buildings only will be permitted. No existing buildings may be moved to any tract in this subdivision and remodeled for purposes of converting same to a dwelling unit. No single-wide or double-wide mobile home or any other type of mobile home may be moved onto the property and no variance may be granted allowing a mobile home to be placed on any tract. All construction within the subdivision shall be completed within twelve (12) months of the date when such construction was begun.

3.2 All residential dwellings erected on any property in the subdivision will be constructed by the developer or a contractor chosen by the Architectural Control Committee.

3.3 Construction of primary residential dwelling must begin no later than (12) twelve calendar months from the purchase of each tract.

### **ARTICLE 4 ASSOCIATION**

4.1 Each Owner, automatically is a member of the Holden Street Cottages Home Owners Association ("**Member**") upon sale or contract of sale of all the tracts in the Subdivision, including any subsequent Phases. Membership in the Association is appurtenant to and cannot be separated from ownership of a Lot. Any transfer of fee simple title to any Lot automatically transfers membership in the Association to the new Owner.

4.2 All functions of the Developer herein provided for may be transferred by Developer to the Property Owners Association at any time after the sale, or contract for sale of 2/3 of the tracts within the subdivision. Such transfer of functions shall be at the discretion of the Developer, but in any event, Developer shall transfer such functions to the Property Owners Association when all tracts in the subdivision shall have been sold.

4.3 After the Developer has transferred control to the Property Owner's Association, each lot will be entitled to one vote. The lot owner shall be allowed to cast a vote only if all assessments are paid to date.

4.4 The membership may call a meeting from time to time with seven (7) days notice to each member. A majority of members shall constitute a quorum. Each Association member shall have one vote in determining any matters necessary to the functioning of the Association. A majority of a quorum may set any and all rules and regulations necessary to conduct the affairs of the Association, and the members, by their signatures below, covenant that they will abide by any and all such rules and regulations that are put into effect. The rules and regulations may be

amended by a majority of a quorum of the membership present at any meeting in which notice has been given. This agreement, as well as any other rules and regulations, will be similarly amended, (The Trustees named herein shall be elected annually during the first week in April.)

4.5 The Property Owner's Association shall have the right to make assessments to carry out their stated purposes. The original assessment will be a prorated share of the funds required to supply maintenance of the landscaping around the residences, excluding the courtyards between the residences and the water and electricity to the common area of the Subdivision.

4.6 Assessment Lien. All future Assessments and all unpaid Assessments, together with interest from the due date until paid at the Default Rate of Interest and together with the costs and expenses of collection incurred by the Association, including but not limited to reasonable attorney's fees and court costs, are secured by a continuing contractual lien (**the "Assessment Lien"**) against the affected Lot. The Assessment Lien encumbers each Lot and is binding on the Owner thereof and the Owner's heirs, successors, devisees, personal representatives, and assigns. The Assessment Lien attaches to each Lot as of the date of this Amendment and on Lots included in future Plats as of the date future Plats are recorded in the Deed Records of Somervell County, Texas, and is superior to all liens other than:

- (a) a deed of trust or mortgage lien against the Lot;
- (b) any sale and leaseback agreement or lease and sublease back agreement whereby an Owner transfers a Lot and simultaneously acquires a possessory interest under a lease or other agreement with the transferee; and,
- (c) the lien securing real estate taxes;

but the liens described in (a) and (b) above will be inferior and subordinate to the lien provided for in this Section to the extent of any unpaid Assessments described in a Notice of Unpaid Assessments recorded in the Deed Records of Somervell County, Texas, before the date the liens described in (a) or (b) above are recorded.

4.7 Disclosure. **ALL LOTS ARE CONVEYED AND ACCEPTED BY THE OWNER THEREOF SUBJECT TO THE ASSESSMENT LIEN. THE ASSESSMENT LIEN ATTACHES TO ALL LOTS AND IS SUPERIOR TO ANY HOMESTEAD RIGHTS THAT MAY BE ASSERTED BY THE PURCHASERS OF LOTS.**

## ARTICLE 5 ARCHITECTUAL CONTROL COMMITTEE

5.1 An Architectural Control Committee consisting of three individuals is hereby established. The individuals serving on the Architectural Control Committee must be individuals who own property within this subdivision. The terms of office of the initial members shall continue until the first to occur of the following events: it the date on which one hundred percent (100%) of all the tracts shall have been conveyed to owners other than a person or persons constituting or affiliated with the developer of this subdivision; or until the surrender in writing by the developer of its right to appoint or remove members of the Architectural Control Committee as set forth below. Thereafter, the terms of each Architectural Control Committee member shall be for a period of two (2) years or until the appointment of his or her successor. Any new member appointed to replace a member who has died, resigned, or been removed, shall serve such member's unexpired term. Members who have resigned, been removed, or whose terms have expired, may be reappointed.

5.2 The right to appoint and remove all members of the Architectural Control Committee at any time shall be and is hereby vested solely in the owners of tracts within the subdivision, including the developer (the "Owners"), provided, however, that the developer reserves the right to appoint and remove members until the expiration of the terms set forth above. Any member of the Architectural Control Committee may at any time resign from the committee by giving written notice thereof to the developer, if; pursuant to this paragraph, the developer has the right to appoint a successor to such member, or if the developer does not have the right, to the

Owners.

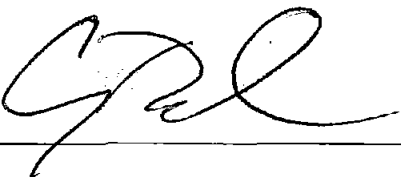
5.3 Except as otherwise provided above, vacancies on the Architectural Control Committee however caused, shall be filled by vote of the majority of the Owners. The Owners shall be entitled to one vote per tract owned at the time of such vote. A vacancy shall be deemed to exist in case of death, resignation or removal of any member. Failure of the Owners to fill any vacancy in the Architectural Control Committee shall not prevent any action by the Committee on any matter to the extent that two members thereof each join in and consent thereto.

5.4 Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee on any matter before it.

5.5 The Developer, Architectural Control Committee, or other person or persons having any right, title or interest in any tract, lot, or parcel of land located in this subdivision shall have the right to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. The Developer retains the right to grant variances from any of the restrictions or covenants herein.

5.6 Violation of any restriction or condition or breach of any covenant herein contained shall give the Developer, the Architectural Control Committee, or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Owner; and, in addition thereto, the Developer, the Architectural Control Committee, or its agents, shall not hereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

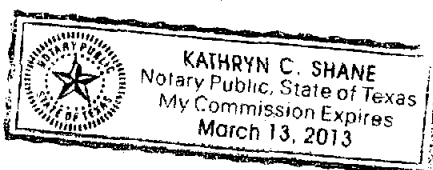
5.7 These covenants shall run with the land and shall be binding upon the property unless vote of sixty -six and two-thirds percent ( $66 \frac{2}{3}$ ) of the owners of the property so restricted agree a change the covenants or restrictions in whole or in part, or to grant a variance, which must be done in writing and filed of record in the Somervell County Real Records. However, the Architectural Control Committee may also grant a variance if the Architectural Control Committee determines that such variance is necessary to permit effective utilization of a tract.

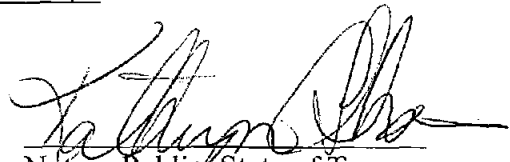
  
Owner

(ACKNOWLEDGMENT)

STATE OF TEXAS                   §  
  §  
COUNTY OF SOMERVELL       §


The foregoing instrument was acknowledged before me on the 22 day  
of March, 2012, by Craig Dodson.



  
Notary Public, State of Texas

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

  
April 05, 2012 01:37:02 PM      20120571  
FEE: \$28.00  
Candace Garrett County Clerk  
Somervell County TEXAS