

**Declaration of Restrictive Covenants of
The Farm Houses of Pleasant Hill Subdivision Section 2**

Section I – Basic Information

Date: August 24, 2021

7550

Declarant: Nathan L. Meyer and Paige N. Meyer

Declarant's Address: 351 Pleasant Hill School Road, Brenham, Texas 77833

Property: all that certain tract or parcel of land, lying and being situated in Washington County, Texas, out of the John Carrington Survey, Abstract No. 120, containing 20.537 acres of land, more or less, being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes, such property now being known as The Farm Houses of Pleasant Hill Subdivision Section 2.

Section II – Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

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

"Declarant" means Nathan L. Meyer and Paige N. Meyer, as well as each of their executors, administrators, heirs, successors or assigns who own unimproved Lots which are currently owned by Declarant for the purpose of development and who are named as successor in a recorded document.

"Easements" means easements or rights of way within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded—or to be recorded contemporaneously with this Declaration—in the Official Records of Washington County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"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 a Lot (other than a Residence), including a

fence, wall, tennis court, swimming pool, pool house, shop, well house, outbuilding, or recreational equipment.

“**Subdivision**” means the Property covered by the Plat and any additional property made subject to this Declaration.

“**Vehicle**” means any automobile, truck, motorcycle, boat, trailer, or other wheeled device used for transportation, whether self-propelled or towed.

Section III – Clauses and Covenants

A. Imposition of Covenants

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

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision 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 a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject such Owner or occupant of a Lot to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, 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 a Lot 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.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

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. any dumping of rubbish;
- 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; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any use of the surface of the property for exploration for or extraction of minerals;
- g. any keeping or raising of animals or livestock, except for: (i) common domesticated household pets, such as dogs and cats, not to exceed three, which shall be confined to a fenced yard or within the Residence; and (ii) a small chicken coop is permitted, subject to the following conditions: (a) no roosters are permitted, (b) the chickens are kept confined in a coop, and (c) the head count is limited to no more than 12;
- h. any commercial or professional activity except reasonable home office use;
- i. the renting of a portion of a Residence or Structure, or the short term renting of a Residence or Structure (or portion thereof) to third parties, including through services such as Airbnb and VRBO;
- j. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;
- k. installing or maintaining a mobile home, manufactured home, motor home, or house trailer on a Lot, whether permanently or temporarily;
- l. moving a previously constructed house onto a Lot;
- m. interfering with a drainage pattern or the natural flow of surface water;
- n. hunting and shooting; and

- o. occupying a Structure that does not comply with the construction standards of a Residence.

D. Construction and Maintenance Standards

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures – Building Materials and Styles*

- 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 35 feet above grade.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, carports, or other Structures must be at least 2,100 square feet.
- d. *Building Styles.* All Residences shall be one of the following styles: farmhouse, modern farmhouse, saltbox, bungalow, country, craftsman, cottage, or other style permitted by the ACC in the Plan Review phase established below in Section III(E)(2). All Structures must be aesthetically compatible with the Residence. The ACC shall determine whether a new build or remodel falls into one of the above-mentioned permissible styles.
- e. *Exterior Materials and Colors.* Exterior building materials shall be high quality hardwood or fiber cement board (such as Hardie-board siding), white painted brick, or stone; provided however, if stone is used, it shall comprise no more than 40% of the total exterior building material on the structure. Any skirting shall be stone, brick, Hardie-board or other material permitted by the ACC in the Plan Review phase established below in Section III(E)(2). No stucco, pressed tin or lattice is permitted. Other than a metal roof, no metal shall be used as any type of exterior building material for any portion of a Residence or Structure; this expressly prohibits, without limitation, metal shops and sheds. Colors for Residences and Structures, as well as for mailboxes, fences, and roofs, must be approved by the ACC prior to initial construction and prior to any

changes in color.

- f. *Roofs.* Only composition, tile, or metal may be used on Residences and Structures. All roof stacks must be painted to match the roof color.
- g. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- h. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.
- i. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat, if applicable. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- j. *Garages and Carports.* Each Residence must have at least a one-car garage or carport accessed by a driveway. The garage may be a separate structure.
- k. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 120 days and the Lot 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 180 days and the Lot restored to a clean and attractive condition.
- l. *Fences and Walls.* No fence or wall may be located forward of the front wall line of the Residence, except for trellises and decorative fences. No chain-link or privacy fences are permitted.
- m. *Antennae.* Placement of microwave, cellular, telecommunication, or any other type of tower or large antennae is strictly-prohibited.
- n. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- o. *Landscaping.* Professional landscaping must be installed within 90 days after occupancy and maintained at a professional quality.

E. ACC

1. *Establishment*

- a. *Purpose.* The ACC is hereby established to ensure that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to this Declaration.

- b. *Members and Term.* The ACC consists of Nathan L. Meyer and Paige N. Meyer. At their discretion, additional members may be added to the ACC or removed from the ACC. ACC members shall serve on the ACC until they resign or are removed by majority vote of the remaining members of the ACC. In the event all ACC positions become vacant, three new members shall be added to the ACC by majority vote of the Owners, with each Lot receiving one vote.
- c. *Voting of ACC and Disbandment of ACC.* The ACC shall operate on the basis of a majority vote on all decisions; provided, the ACC may be disbanded only by the unanimous vote of all ACC members.
- d. *Standards.* In order to carry out its purpose, the ACC may adopt design standards, building standards, or any other standards that do not conflict with this Declaration. These standards shall be recorded with the County Clerk of Washington County, Texas. On request, Owners will be provided a copy of any standards.

2. *Plan Review*


- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
- b. *Procedures*
 - i. *Complete Submission.* Within 20 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
 - ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 60 days after complete submission, the submitted plans and specifications are deemed approved. The ACC may give notice of approval of a complete submission prior to this time.
- c. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. Any Owner may inspect the records of the ACC, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

- d. *No Liability.* The ACC and its members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.


F. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by an Owner or the ACC 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 unanimous vote of all 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 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.

DECLARANT:



 NATHAN L. MEYER

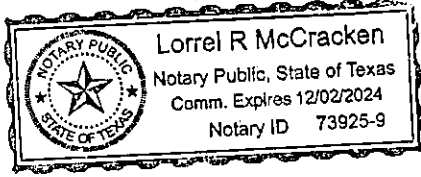


 PAIGE N. MEYER

STATE OF TEXAS)

COUNTY OF WASHINGTON)

This instrument was acknowledged before me on August 24th, 2021, by Nathan L. Meyer and Paige N. Meyer.



Lorrel R McCracken
Notary Public, State of Texas
My commission expires: 12/02/2024

Consent and Subordination of Bank of Brenham, N.A.

Bank of Brenham, N.A. joins herein solely for the purposes of subordinating its liens of record against the portion of the Property for which it has liens, to the covenants, conditions and restrictions contained in this Declaration. Without limiting the foregoing, it is expressly understood and agreed that in the event that Bank of Brenham, N.A. or its successors and assigns become the owners of any Lot or any portion of the Property, Bank of Brenham, N.A. or its successors and assigns shall not be subject to any assessments or fines described in this Declaration, but on a subsequent transfer of a Lot to an Owner who intends to construct and occupy a Residence on such Lot, or an Owner who intends to occupy a Residence constructed on such Lot, the Lot will become subject to the assessments and fines as described within.

Bank of Brenham, N.A.

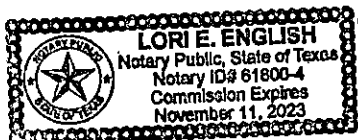
[Signature]

Gary Crocker, EVP

STATE OF Texas)

COUNTY OF Washington)

This instrument was acknowledged before me on 8-24, 2021, by Gary Crocker (individual's name), as Executive Vice President (position) of Bank of Brenham, N.A., a Bank (state and type of entity), on behalf of said entity.



[Signature]

Notary Public, State of Texas
My commission expires: Nov. 11, 2023

After recording, please return to:
Paige & Nathan Meyer
351 Pleasant Hill School Rd.
Brenham, Texas 77833

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on



OCT 21 2021
[Signature]
Beth Rothermel, County Clerk
Washington County, Texas

[Signature]
WASHINGTON COUNTY CLERK

2021 OCT 20 AM 9:24

FILED FOR RECORD
WASHINGTON COUNTY TEXAS