

**DECLARATION  
OF  
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS  
CAT BRANCH RANCHES**

**STATE OF TEXAS                   §  
  §  
COUNTY OF CALDWELL       §**

***Recitals***

**Nine Mile Investments, Ltd.**, a Texas Limited Partnership, (hereinafter the “Declarant”), is the Owner of the legal and equitable title in and to the following described real property lying and being situated in the County of Caldwell and the State of Texas and being more particularly described as follows, to wit:

200.774 acres out of the Jasper Gilbert Survey, A-113, Caldwell County, Texas, as more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof for all purposes (the “Property”).

Declarant intends to divide the Property into fifteen (15) separate tracts of land (each a “Tract” and collectively, the “Tracts”), as designated on the drawing which is attached as **Exhibit B** attached hereto and made a part hereof for all purposes.

Declarant wishes to impose certain covenants, conditions, and restrictions on the Property in order to enhance the value, attractiveness and desirability of the Property.

***Declaration***

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Declarant does hereby declare and impose upon the Property the following covenants, conditions, easements, and restrictions for the purpose of carrying out a uniform plan for the development of a quality residential neighborhood. The covenants, conditions, easements, and restrictions of this declaration (this “Declaration”) shall apply to and become a part of all legal instruments whereby title or possession to any Tract or Tracts within the Property are hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above described property or any portion thereof, their heirs, executors, administrators, successors, and assigns.

1. Setback Requirements and Front and Rear Building Lines: The single-family residence, garage, carport, or other residential building of any kind on each Tract within the Property shall have a building setback line of fifty (50') feet from the front property line. The single-family residence, garage, carport, or other residential building of any kind shall not be located nearer than twenty-five (25') feet to any side property line or within fifty (50') feet from any rear property line.

2. Easements: Easements are hereby reserved and dedicated over and across a fifteen foot (15') strip along front, side and rear Tract lines for the purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage and/or any other similar utility lines, facilities, and services for the Tracts in the Property. The easements reserved and dedicated hereby shall be for the general benefit of the Property. These easements shall inure to the benefit of, and may be used by, any public or private utility company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such utility companies. Any Tract owner installing a fence or other improvement within the area encumbered by the easement does so at his own risk. If two or more Tracts are consolidated into a building site, these easement provisions and the setback provisions in paragraph 3 shall be applied to such resulting Tract as if it were a single Tract.

3. Restriction on Further Dividing of Tracts Within The Property: There shall be no dividing, subdividing, or re-subdividing allowed of any of the Tracts in the Property into smaller Tracts or Tracts without the express prior written consent of the Declarant. Any person owning two or more adjoining Tracts may consolidate such Tracts into a single building site.

4. Trash Disposal: No Tract shall ever be used for outside, unenclosed storage of any items or materials whatsoever, nor shall any Tract or part hereof be used or maintained as a dumping ground for rubbish or debris or junk including non-working vehicles. Each homeowner must have trash removal service and trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition beside or behind the residence. No construction of a house may begin until an enclosed trash receptacle is available on-site for construction debris. It is the owner's responsibility to see that construction debris is contained.

5. Nuisances: No noxious, offensive, undesirable, unlawful or immoral activity shall be conducted on any Tract, nor shall anything be done or permitted to be done thereon which may be or become a nuisance or annoyance to the owners of adjacent Tracts or to the Property as a whole.

6. Animals: In no event shall pigs, hogs, swine or dangerous animals be allowed on a Tract under any condition. No pets or animals may be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise.

7. Unused Vehicles: The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats, mobile homes, recreational vehicles or other equipment or materials shall not be permitted on any Tract within the Property. No car, boat or other vehicle or equipment which is not in running condition and regularly used by the Tract owner shall be allowed on any Tract in the Property, unless in enclosed storage.

8. Signs: Except for one sign of not more than six square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any Tract.

9. Rights of Declarant: The Declarant or its agents shall have the right to use any unsold Tract for the location of a temporary sales office structure. Furthermore, notwithstanding any provision in this Declaration to the contrary, Declarant may assign in whole or in part, any of their 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.

10. Enforcement: The Declarant and any person owning any interest in any of the Tracts within the Property, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. Any Tracts which are owner financed transactions could be in default with their deed of trust if these restrictions are violated. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit.

11. Partial Invalidity: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

12. Duration: These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Property for a period of twenty-five (25) years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) or more of the Property (by Tract) has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be

effective unless made and recorded within three months immediately prior to the date the covenants otherwise would be automatically extended.

13. Amendment and Variances: The Declarant may exercise a limited right to approve minor variances from the provisions hereof without an actual amendment of the Declaration, when, such variances will be beneficial to other owners of Tracts in the Property. The members of the Property may amend this Declaration upon vote of 75% of the owners, subject to the limitations set forth herein; provided, however, that notwithstanding anything to the contrary contained herein, any amendment to these restrictions regarding property use, building materials or methodology, re-subdividing, or placement of any tower (including but not limited to cellular towers) require the unanimous consent and approval of each and every owner of a Tract within the Property.

14. Laws and Regulations: All owners of any Tracts within the Property shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

IN WITNESS WHEREOF DECLARANT has caused this document to be executed by its duly authorized officer as of September 4, 2014.

Nine Mile Investments, Ltd.  
a Texas Limited Partnership

BY: 1185 – Maverick, Inc., its general  
partner

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By: Stewart Pate, President

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on September 4, 2014 by STEWART PATE, President of 1185 – Maverick, Inc., General Partner of Nine Mile Investments, Ltd., a Texas Limited Partnership, on behalf of said joint partnership.

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Notary Public, State of Texas