

**RESTRICTIVE COVENANTS OF THE**  
**EAST OAK MEADOW**  
**SUBDIVISION**

Lone Star Land Ventures, LLC, hereinafter called "Declarant", the owner of the following described property situated in Goliad County, Texas, to-wit:

EAST OAK MEADOW, a Subdivision of the City of Goliad, Goliad County, Texas, containing 30.86 acres of land, more or less, as shown by map or plat thereof recorded in Volume \_\_, Page \_\_, Official Records of Goliad County, Texas, to which reference is here made for all pertinent purposes (herein after referred to as the "Property"),

has subdivided such property into lots and blocks with easements for drainage and Utility Facilities, and has dedicated said easements as set forth on the above mentioned map or plat of such addition.

**I. DEFINITIONS**

1. "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.
2. "Declarant" means Lone Star Land Ventures, LLC, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.
3. "Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record
4. "Lot" means each tract of land designated as a lot on the Plat.
5. "Owner" means every record Owner of a fee interest in a Lot.
6. "Plat" means the Plat of the Property recorded in Volume \_\_\_\_, Page \_\_\_\_, of the Official Records of Goliad County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.
7. "Residence" means a building designed for and used as a dwelling by a Single Family. A "Residence" may also include a "mother-in-law", guest-quarters and/or a garage apartment whether attached or detached but shall exclude a duplex or any other type of multi-family dwelling.
8. "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.
9. "Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, recreational equipment, barns, garages or carport.

10. "Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

11. "Utility Facilities" means waterlines, electrical lines, gas lines, telecommunication lines, conduit and any and all other type of facilities or structures related to utilities.

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

## **II. 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 him 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. Easements shall at all times be open and accessible to public and quasi-public corporations, their employees and contractor, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such Easements are reserved.

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

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

6. Lot 1 shall provide an access Easement to any applicable governmental authorities at any time to the fire hydrant to be located approximately at the end of the flag entry for maintenance,

inspections and emergencies.

**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. inoperable vehicles, or vehicles not stored in an sightly manner; or
  - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, and poultry, unless confined within the Lot and in compliance with the restrictions below together with all applicable City of Goliad ordinances, regulations, permits and rules; together with all other applicable governmental regulations; the raising or keeping of swine on any part of the Lot is strictly prohibited. The raising and keeping of livestock or poultry is allowed only for 4-H Club or Future Farmers of America Club ("FFA") purposes. If any member of the Owner's family is under the age of nineteen (19) and is a bonafide member of a 4-H Club or FFA, then such member may have one animal (but each Residence shall have no more than three total animals) for the purpose of raising such animal for competition or as part of a club project, provided; however, that (1) such animal shall be kept in a sightly pen or other structure, (2) the Lot shall be kept clean and in a sanitary and odorless condition, and (3) the animal shall be removed from the Lot upon completion of the competition or club project. Shelter for these animals shall be a minimum of one hundred feet (100') from the side property line of the Lot and neatly maintained. No animal shall be permitted until the appropriate fencing is completed;
- h. any commercial or professional activity except reasonable home office use;
- i. the renting of a Residence for less than a term of one (1) year;
- j. the drying of clothes in a manner that is visible from any Lot;
- k. 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;
- l. installing a singlewide mobile home, park model manufactured home, motor home or recreational vehicle as a Residence;
- m. moving a previously constructed house onto a Lot provided within six (6) months it has become attached to or properly connected to the Lot in



compliance with all applicable City of Goliad ordinances, regulations, permits and rules; together with any other applicable governmental regulations.

**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 as allowed by the City of Goliad ordinances, regulation and permits.
- b. Subdivision Prohibited. No Lot may be further subdivided.
- c. 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

- a. Location on Lot. No Residence or Structure may be located in violation of the setback lines shown on the Plat.
- b. Damaged or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within sixty (60) 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 ninety (90) days and the Lot restored to a clean and attractive condition.

3. All building materials for Residences and Structures must be in compliance with all applicable City of Goliad ordinances, permits, rules and regulations; together with all other applicable governmental regulations.

4. No Residence, Structure or any other improvements may be built in a manner that completely restricts drainage to Maddox Branch Creek.

**E. General Provisions**

1. Duration of Restrictions. The restrictions, conditions, use limitations and covenants herein set forth shall continue and be binding upon Owner, its successors and assigns, for a period of thirty (30) years from the date hereof, unless terminated or amended as hereinafter provided. At the expiration of said term of thirty (30) years above set out, such restrictions, conditions, use limitations and covenants; shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter, unless same are nullified or revised as hereinafter provided. At any time after the expiration of thirty (30) years from the date of this instrument, (not just at the beginning or ending of any 10 year period described above), the Owners of a majority of the Lots in the Subdivision, who are actual bona fide inhabitants thereof, may execute and acknowledge an agreement in writing terminating or revising the terms of this instrument and file the same in the Office of the County Clerk of Goliad County, Texas, or in such office as conveyance of real estate then may be required to be filed, and then and thereafter the restrictions, conditions, use limitations, and covenants set forth in this instrument shall be null, void and of no further force

and effect, or shall be modified or revised as such recorded instrument may direct.

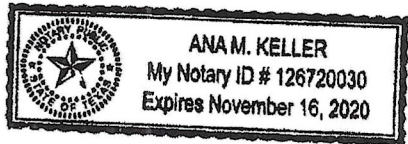
2. No Waiver. Failure by an Owner to enforce this Declaration is not a waiver.
3. Corrections. Declarant may interpret or correct typographical or grammatical errors, ambiguities or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. Amendment. This Declaration may be amended at any time by the affirmative vote of the Owners of at least three (3) Lots.
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. 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.

LONE STAR LAND VENTURES, LLC, a Texas  
Limited Liability Company

BY:   
CHRISTOPHER RAY STEARNS,  
Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Bexar           §

This instrument was acknowledged before me on the 19 day of June, 2017,  
by CHRISTOPHER RAY STEARNS, Vice President of LONE STAR LAND VENTURES, LLC, a  
Texas Limited Liability Company, on behalf of said Limited Liability Company.



Anam M. Keller  
Notary Public, STATE OF TEXAS