

**RESTATED AND AMENDED  
Declaration of Covenants, Conditions, and  
Restrictions for COYOTE RUN SUBDIVISION**

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on the \_\_\_ day of June, 2020, by AGUA DULCE HOLDINGS, LLC, (referred to as "Declarant"), whose mailing address is 605 North Tumbleweed Trail, Austin, Texas 78733.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Midland County, Texas, described as follows: COYOTE RUN SUBDIVISION, a subdivision of Martin County, Texas, according to the map or plat thereof recorded in Volume 4, Page 31A and 31B, of the Plat Records of Martin County, Texas.
2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan. As they are now amended and restated from the original declaration recorded at Volume 756, Page 698, Official Public Records of Martin County, Texas.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1  
Definitions

Declarant

- 1.01. "Declarant" means AGUA DULCE HOLDINGS, LLC, and its successors and assigns.

Lot

- 1.02. "Lot" means any of the numbered plots of land shown on the plat and subdivision map recorded in Volume 4, Page 31A and 31B, of the Plat Records of Martin County, Texas (the "Map"), whether improved or unimproved, and which is intended for development, use and occupancy as a single family dwelling. The term shall not include Common Areas or tracts designated as Drill Sites.

Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property. "Owner" includes contract sellers but excludes persons having only a security interest.

Common Area

1.04. "Common Area" means all roads and streets depicted on the Map which are dedicated for use by all Lot Owners, their guests and invitees.

Association

1.05 "Association" means COYOTE RUN SUBDIVISION PROPERTY OWNERS ASSOCIATION, an association consisting of all Owners, which shall have the duty of maintaining, operating and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

Board

1.06 "Board" means the Board of Directors of the Association.

Lender

1.07 "By-Laws" means the By-laws of COYOTE RUN SUBDIVISION PROPERTY OWNERS ASSOCIATION which are attached hereto as Exhibit "A".

ARTICLE 2  
Architectural Control

Architectural Control Committee

2.01. Declarant shall designate and appoint an Architectural Control Committee (ACC) consisting of not less than three (3) persons, which shall serve at the pleasure of the Declarant. After the Declarant no longer owns any Lots, the Architectural Control Committee shall continue to serve. Upon the death, resignation or incompetency of any member of the Architectural Control Committee, the Association shall appoint a person or persons to serve on the Committee. In the further event the Association is not in existence, then the remaining member(s) shall appoint a person or persons to serve on the Committee. In the event there are no remaining members of the Architectural Control Committee, then a majority of the Lot Owners in the subdivision may appoint new members to serve on the Architectural Control Committee.

Approval of Plans and Specifications

2.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) The installation of any manufactured housing on a Lot.

Application for Approval

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

#### Standard for Review

2.04. The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

#### Failure of Committee to Act

2.05. If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

### ARTICLE 3

#### Use Restrictions and Architectural Standards

##### Residential Use

3.01. All Lots may be used for single-family residential purposes. Residences may be "stick-built", modular, single-wide or double-wide manufactured homes, with a limit of one unit or office per tract, subject to the further and additional restrictions set forth within this instrument. No manufactured home which is older than five (5) years at the time of installation shall be permitted on any Lot.

The Lots located in COYOTE RUN SUBDIVISION may be used for commercial, retail, or residential purposes. Lots may be used for Heavy or Light Industrial Use as those terms are defined by the various codes used by the City of Midland, Texas.

##### Type of Buildings Permitted

3.02. Buildings may be erected, altered, installed or permitted on any Lot including detached single-family dwelling not to exceed two stories in height, together with such guest quarters, storage buildings and barns as are approved by the ACC. Including design, Minimum Floor Area, and Exterior Walls

3.03. All residences on a Lot must have a ground floor area of not less than six hundred forty-four (644) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

##### Setbacks

3.04. Minimum building setback lines of 25' for front yards and 10' for side yards or as may be permitted in writing by the ACC from time to time.

##### Resubdivision or Consolidation

3.05. No Lot shall be resubdivided or split except as approved in writing by the ACC and Home Owners Association. Notwithstanding the foregoing, the Declarant may resubdivide or consolidate one or more Lots until such time as more than fifty percent (50%) of the Lots in the subdivision have been sold by the Declarant.

#### Noxious or Offensive Activities Prohibited

3.06. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

#### Duty to maintain Lot

3.07. No accumulation of weeds or uncultivated grasses more than twelve (12") high shall be permitted. It shall be the duty of each Lot Owner to maintain, mow and trim his Lot.

#### Rubbish, Trash and Garbage

3.08. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

#### Animals

3.09. Except for a maximum of two (2) horses per Lot and a reasonable number of dogs, cats or other household pets, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Although dogs, cats and other household pets may be kept in reasonable numbers, the raising and/or breeding of dogs, cats and household pets for commercial purposes is strictly prohibited.

#### Water Wells

3.10. No more than one water well per Lot.

3.11. Water well must be 50 feet off property boundary as per Martin County Water district requirements.

3.12. Water well must be located on the road side of the property, with the septic located at the back of the property.

3.13. Except for Declarant, there shall be no commercial water sales nor sales of rock or caliche from any lot in the subdivision.

3.14. No junk yards, wrecking yards or flea markets or other similar activity shall be ever conducted on any lot. This provision shall not exclude an occasional "garage sale" by a Lot Owner.

3.15. No swimming pools, other than a child's portable wading pool, shall be permitted in the front yard of any Lot.

#### Fences

3.16. Fences are to be all one color.

#### Siding

3.17. No building shall have vinyl siding.

#### Skirting

3.18. Skirting for any building shall be made of hard board or hard vinyl.

#### Stairs

3.19. Stairs for any building may only be made of fiberglass or 4x4 wood with 2 handrails.

Driveway

3.20. Each residence shall have a 12 foot wide caliche driveway.

ARTICLE 4  
Easements

Reservation of Easements

4.01. With the written consent of the Declarant or ACC, the platted roadways way be used for utility easements. No shrubbery, fence, or other obstruction shall be placed in any easement or roadway.

ARTICLE FIVE  
Association

Creation

5.01. The Owners shall constitute the Association. Each Owner of a Lot, including Declarant, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association. Regardless of the number of Owners, each Lot shall be entitled to only one (1) vote.

Transfer of Membership

5.02. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

5.03. The Association shall be a nonprofit corporation. The Association shall be managed by the board pursuant to the procedures set forth in the Association's bylaws, subject to this Declaration.

Membership Voting, Elections and Meetings

5.04. Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting the Owners shall elect a Board consisting of three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board

5.05. Through the Board, the Association shall have the following powers and duties:  
(a) To adopt rules and regulations to implement this Declaration and the Association's bylaws;  
(b) To enforce this Declaration, the bylaws, its rules and regulations;  
(c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board;  
(d) To delegate its powers to committees, officers, or employees;  
(e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting;

(f) To establish and collect regular assessments to defray expenses attributable to the Association duties, to be levied against each Owner, excluding Declarant, who shall not be assessed for any Lot it owns;

(g) To establish and collect special assessments for capital improvements or other purposes, to be levied against each Owner, excluding the Declarant, who shall not be assessed for any Lot it owns;

(h) To file liens against Lot owners because of nonpayment of assessment duly levied and to foreclose on those liens;

(i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations;

(j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations;

(k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings;

(l) To hold regular meetings of the Board at least annually;

(m) To manage and maintain all of the Common Area in a state of high quality and in good repair;

(n) To pay taxes and assessments that are or could become a lien on the Common Area.

## ARTICLE SIX General Provisions

### Enforcement

6.01. A. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

B. Each assessment, as mentioned in Section 5.05, is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing lien on each Lot. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments.

C. A late charge of \$50.00 will be assessed for delinquent payment of assessments. Delinquent Assessments will accrue interest at the rate of 18% percent per annum. The Board may change the late charge and the interest rate.

D. If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

### Severability

6.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

### Covenants Running With the Land

6.03. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in

