



Final

**Declaration of Restrictive Covenants of the  
Paloma Ranch  
Subdivision**

**Basic Information**

**Date:** November 30, 2021

**Declarant:** TEXAS ATJ 3, LLC, a Texas limited liability company

**Declarant's Address:**

1614 Sidney Baker, Ste 200  
Kerrville, Texas 78028  
Kerr County, Texas

**Property:**

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas as shown and described on that certain plat designated as "Paloma Ranch" according to the plat recorded in County Clerk File No. 21-10485 of the Official Public Records of Kerr County, Texas, on November 23, 2021.

**Definitions**

"Bed and Breakfast (B&B)" means an overnight lodging service renting rooms in the Main Residence or Guest Residence.

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

"Declarant" means TEXAS ATJ 3, LLC, a Texas limited liability company, 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.

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

"Living Area" means that area of a Residence which is heated and cooled, excluding porches, breezeways, carports, garages or basements.

"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 in County Clerk File No. 21-10485 of the Official Public Records of Kerr County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence in exchange for consideration.

"Main Residence" means a detached building designed for and used as a primary dwelling by a Single Family, Bed and Breakfast (B&B), or vacation rental by owner (VRBO), and constructed on one or more Lots.

"Guest Residence" means a detached building designed for and used as a secondary dwelling or home office by a Single Family, Bed and Breakfast (B&B), or vacation rental by owner (VRBO), and constructed on one or more Lots.

"Residence" means "Main Residence" and/or "Guest Residence".

"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, 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, travel trailer, recreational vehicle, camper, motor home, house trailer, or other wheeled conveyance, whether self-propelled or towed.

## **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 or her 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. Building Restrictions**

1. No more than one Main Residence and one Guest Residence per Lot. Construction of the Main Residence shall be completed prior to or at substantially the same time as the Guest Residence.

2. The total area of the Living Area in a Main Residence must be at least 1200 square feet and the total Living Area in a Guest Residence must be at least 700 square feet.

3. A Residence shall not be occupied until the exterior thereof is completed and the plumbing is connected to either an On-Site Sewage Facility (OSSF) system (“septic system”) or other water disposal system in accordance with state laws and Kerr County local rules and regulations.

4. Modular home and barndominium construction are permitted.

5. Outbuildings, barns, stables, pens, fences and other similar Structures may be constructed or erected on a Lot.

**D. Setback Requirements**

1. No Residence or Structure may be located within 50 feet from a boundary line between Lots, nor located within 100 feet from the centerline of Paloma Ranch Road. The setback requirements under this paragraph do not apply to entrance and other gates, fences, roadways, wells, well houses, septic systems, buried or overhead electric or telephone lines, buried utility lines, or buried fiber optic cable.

2. The setback requirements do not apply to a boundary line separating adjoining Lots owned by the same Owner, or a boundary line separating a Lot from land not subject to the Subdivision.

**E. Use Restrictions**

1. Lots shall be used and occupied by the Owners for Single Family residential purposes, Bed and Breakfast, or VRBO only. Use of Lots for any other professional, business or commercial purpose in which the general public is invited to enter the Property is prohibited.

2. No pigs, hogs or swine shall be permitted on the Property unless raised in conjunction with a 4-H or FFA related project.

3. Feedlot operations or commercial breeding of animals or fowl on any Lot is prohibited. Animals used for grazing a Lot or Lots while raising young (e.g., a cow/calf, goat/kid, sheep/lamb operation) shall not be considered commercial breeding of animals.

4. Abandoned or inoperative equipment or Vehicles, and/or other things of any sort which in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property to any Owner shall not be stored or maintained on any Lot. Owners are to

keep their Lots clean and neat in appearance and free of litter at all times.

5. No Lot shall be divided into a Lot containing less than five (5) acres.
6. No Hunting Blinds/Stands/Game Feeders shall be placed within 100 feet of the boundary of any other Lot unless the abutting Lot is owned by the same Owner.
7. Commercial hunting of wildlife is prohibited.
8. Any noxious or offensive activity which tends to cause embarrassment, discomfort, annoyance or nuisance to any Owner shall be prohibited within the Property.
9. Oil/gas drilling, development or refining, and mineral quarrying or mining operations of any kind are strictly prohibited on the Property.
10. The installation or storage of a mobile home or manufactured home is prohibited.
11. A travel trailer, motor home or recreational vehicle may not be used as a permanent Residence. Owners may temporarily install a travel trailer, recreational vehicle or motor home on their Lot while the Main Residence is under construction, for a period not to exceed one year. While in use as a temporary residence, a travel trailer, recreational vehicle or motor home must be connected to an operational septic system that complies with all state laws and Kerr County local rules and regulations.
12. Hunting wildlife is restricted to bow and arrow, or crossbow only for Owners with less than 10 contiguous acres.
13. A travel trailer, recreational vehicle or motor home may be used as a Guest Residence for no more than 7 days in a month.
14. Eighteen-wheeler vehicles and other larger commercial vehicles are prohibited from parking along Paloma Ranch Road.

#### **E. General Provisions**

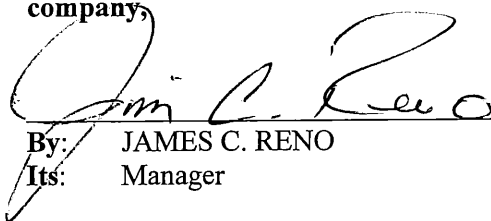
1. *Term.* This Declaration runs with the land and is binding for a term of 20 years. Thereafter this Declaration automatically continues for successive terms of 20 years each, unless within 6 months before the end of a term 75 percent of the Owners of the Lots vote not to extend the term by a written instrument executed by the Owners.
2. *No Waiver.* Failure by an Owner 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 affirmative vote of the Owners of 67 percent of the Lots by a written instrument executed by the Owners and recorded in the Official Public Records of Kerr County, Texas.
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.

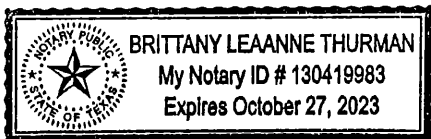
TEXAS ATJ 3, LLC, a Texas limited liability company,

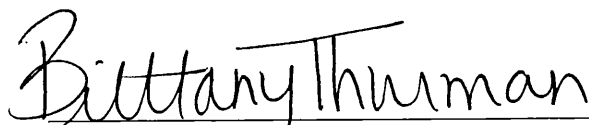
  
By: JAMES C. RENO  
Its: Manager

STATE OF TEXAS )

COUNTY OF KERR )

This instrument was acknowledged before me on Nov. 30<sup>th</sup>, 2021, by JAMES C. RENO, a Manager of TEXAS ATJ 3, LLC, on behalf of TEXAS ATJ 3, LLC, a limited liability company.



  
Notary Public, State of Texas

After recording, return to:

Gregory A. Richards, P.C.