

**DECLARATION OF RESTRICTIVE COVENANTS  
OF  
INDIAN ROCK ESTATES SUBDIVISION**

Date: \_\_\_\_\_, 2021

Declarant: **SCOTT AUBREY WILLIAMS**

Declarant's Address: 5310 Harvest Hill Road, Suite 110  
Dallas, Texas 75230

Property: 14.446 acres of land, more or less, situated in the ELIZA J. McLENDON SURVEY, A-333, Upshur County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**Definitions**

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

"Declarant" means Scott Aubrey Williams, an individual 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.

"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 under County Clerk's File No. \_\_\_\_\_, Official Public Records, Upshur 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.

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

## **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 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. Restrictive Covenants**

Each of the Lots within the Subdivision are hereby and shall be impressed with the following restrictions, covenants and conditions for the purposes of carrying out a general plan of development for the Subdivision.

1. All Lots shall be used for Single Family residential purposes only, and no business, professional, or other commercial activity of any type shall be operated from or out of any Residence or accessory structure situated upon any Lot. Without in any manner limiting the foregoing, no church, duplex or multifamily structure or commercial building shall be placed or permitted on any Lot.

2. All Residences shall have a pitched roof with house-type composition shingle or metal, and adequate overhangs or eaves. All exterior walls of one or one and one-half stories shall be constructed of not less than eighty percent (80%) masonry excluding door and window openings, and all exterior walls of Residences having two or more stories shall be constructed of not less than sixty-five percent (65%) masonry excluding door and window openings. The term "masonry" as used herein shall mean brick, stone or stucco, and shall not include the product sometimes referred to as hardiplank or hardiboard. In computing the percentages set forth above, wall masonry to sill line of windows or masonry to mid-point shall be considered thirty-five percent (35%) masonry. This restriction may be waived or varied by the Declarant within Declarant's sole and absolute discretion to include log, redwood or other exterior building materials. Any such waiver or variance executed by Declarant shall be filed in the County Clerk's Office of Upshur County, Texas with respect to the affected Lot at the Lot Owner's expense.

3. All Residences shall be located at least seventy-five feet (75') from the county or public road fronting the Property, and at least fifty feet (50') from each sideline boundary. This restriction may be waived or varied with the written consent of the Declarant within Declarant's sole and absolute discretion in the same manner as provided in paragraph 2 above.

4. All Residences shall have an attached or detached garage or carport for two or more vehicles which conforms in design and construction with the main Residence. No garage shall be permitted to be enclosed for living or used for purposes other than storage of vehicles and related normal uses. The garage door of any Residence must open on the side or at the rear of the Residence. Porticos are acceptable. This restriction may be waived or varied with the written consent of the Declarant within Declarant's sole and absolute discretion in the same manner as provided in paragraph 2 above.

5. No mobile homes, modular or manufactured type housing shall be placed on any Lot. No structure of a temporary character, trailer, basement, tent or shack, garage, barn or other out buildings shall be used on any Lot at any time as a Residence, either temporarily or permanently. No Residence shall be moved onto or placed on any Lot, with any Residences to be constructed of new materials on site. Upon occupying the Residence, ground cover shall be established on all affected areas and all required measures taken to eliminate erosion problems on steep sloped areas.

6. The floor area or area that is enclosed for heating and/or air conditioning (exclusive of porches, garages and storerooms) of any Residence shall not be less than 1,800 square feet.

7. No accessory structure such as a barn, utility or storage type of building shall be erected, placed or maintained nearer than fifty feet (50') from the sideline of any Lot or one hundred feet (100') from the front line of any Lot, and in no event shall any accessory structure be situated closer to the road than the rear line of the Residence. No portable structures or buildings shall be permitted on any Lot. All accessory structures or buildings shall be completed

within twelve (12) months of the date of commencement and shall be constructed of new materials. Permitted materials include masonry, prefinished colored metal, or siding material, and shall not have an eave height of more than 14 feet. Roof material may be a painted color or a type of galvanized or "galvalume" or similar type finish. No ordinary corrugated tin will be permitted. This restriction may be waived or varied with the written consent of the Declarant within Declarant's sole and absolute discretion in the same manner as provided in paragraph 2 above.

8. All septic or individual sewer systems shall conform and be in compliance with all rules and regulations of the Upshur County Health Department or other governmental authority or agency having jurisdiction over the construction, installation and maintenance of septic systems.

9. All Lots must be maintained in a neat and orderly fashion, with all grass or pasture being mowed at least two times annually, the first mowing to be completed by May 15, and the second mowing by October 15. No Lots shall be used for the dumping or storage of rubbish, trash, debris, surplus soil, rocks, or junk cars. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by Declarant. In the event the Owner of any Lot violates this restriction, Declarant may perform any required maintenance and cure the violation at the Owner's expense, with any expense incurred by the Declarant to be reimbursed upon demand, plus interest thereon at the rate of eighteen percent (18%) per annum from the date of demand until paid in full. Prior to Declarant taking action to cure any violation of this restriction, the Owner shall be given thirty (30) days prior written notice of default and opportunity to cure the violation specified in such notice, which notice may be given at the Owner's Residence address.

10. All entrances from the county or public road to each Residence shall be completed using construction aggregate. Each Owner shall maintain at his expense the driveway from the garage or garages to the county or public road, including the portion of the driveway in the road right-of-way. All entrances or driveways shall be completed before occupying the Residence. This restriction may be waived or varied with the written consent of Declarant within Declarant's sole and absolute discretion in the same manner as provided in paragraph 2 above.

11. No healthy timber shall be sold from any Lot.

12. No boat, trailer, mobile home, camper boat trailer or similar wheeled vehicle shall be stored (except temporarily, not to exceed 72 hours) nearer to the county or public road than the front of the Residence. No house trailer, mobile home, camper, boat trailer or similar wheeled vehicles shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot, and any such fence, wall or other enclosed shall be subject to the approval of Declarant in writing.

13. No sheep, chickens or other such small animals, including dogs, may be kept, bred, or maintained for any commercial purposes. Large animals such as horses and cattle may be kept on the Property, but only in such numbers as will avoid grazing the land to bare ground and creating dust and erosion problems, and in no event shall there be more than one large animal per acre of land. No hogs or swine of any kind shall be raised, kept or bred on any Lot. Domestic animals such as dogs and cats are permitted, provided they are kept on Owner's Lot and not permitted off the Owner's Lot except on a leash and accompanied by the Owner. Within the sole and absolute discretion and determination of the Declarant, offensive or noxious activity of any kind or manner in connection with the keeping of animals on a Lot shall not be permitted.

14. No Lot may be subdivided without Declarant's prior written approval within Declarant's sole and absolute discretion, subject to the reserved rights of the Declarant as provided herein.

15. In the event that all or any part of and Owner's improvements on any Lot are damaged by fire or other casualty, the Owner shall promptly either (a) remove from such Lot the debris and damaged building material or other damaged property caused by such damage and secure same so that it will not constitute a hazard or menace to public safety or health; or (b) repair or replace said damage or loss. In either event, such action is to be completed within 180 days of the date of such damage or loss, unless an extension of time is granted in writing by Declarant.

16. All exterior construction of the primary Residence, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction shall be completed not later than one year following the commencement of construction unless otherwise extended by Declarant in writing at Declarant's sole and absolute discretion. For the purpose hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

17. No noxious or offensive activity shall be carried on or permitted upon any Lot nor shall anything be done thereon which may be or become a nuisance as determined by Declarant within Declarant's sole and absolute discretion.

18. The continual use or discharge of firearms shall not be permitted, except in intermittent instances when an Owner shoots a snake, coyote, hog, or other wild varmint creating danger or damage. No hunting of any type shall be permitted on any Lot; provided, that Declarant may authorize the use of firearms or trapping devices to control animals that may become a nuisance or cause damage. There shall be no target practice shooting or setting up or use of any sort of gun range.

#### **D. Rights Reserved by Declarant**

1. Notwithstanding any other provisions contained in the Declaration to the contrary, the Declarant reserves the right, upon application and request of the Owner of any Lot, to waive,

vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant/Owner by Declarant) the application of any of these Restrictions to such Lot if, in the sole and absolute discretion of the Declarant, such action is necessary to relieve a hardship or to permit good architectural planning and development to be effected.

2. Declarant further reserves the right to resubdivide any Lot.

**E. Duration of Restrictions; Amendments**

These Restrictions shall run with and bind the land, and inure to the benefit of, and be enforceable by the Declarant and the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a period of twenty (20) years from the date this Declaration is recorded, after which time these Restrictions shall be automatically extended for successive periods of ten (10) years each. These Restrictions may be amended by an instrument signed by seventy-five percent (75%) of the Lot Owners. No amendments shall be effective until recorded in the official public records of Upshur County, Texas, or until the approval of any governmental regulatory body which is required shall have been obtained.

**F. General Provisions**

1. Assignment. Declarant shall have the right to assign to any person or persons, corporation or other legal entity any or all rights, powers, reservations and privileges herein reserved by and to Declarant, and any such assignee shall have the right to assign.

2. Enforcement. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of these Restrictions, Declarant and/or each purchaser, grantee or Owner of any Lot may institute and prosecute any proceeding at law or in equity or both to abate, prevent or enjoin any such violation or attempted violation or to recover damages. In the event any such proceedings are initiated, the party initiating any such proceedings shall be entitled to recover against any violator all expenses incurred in connection therewith, including court costs and attorney fees. No delay in enforcing the provisions of this Declaration as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or similar breach or violation thereof at any later time or times. Further, the failure by any party entitled to enforce these Restrictions shall in no way be deemed a waiver of the right to do so thereafter for the same or similar violation. Declarant has no duty and shall not be responsible for enforcement of these Restrictions, and Declarant shall not be liable or subject to any recourse for any failure to enforce these Restrictions.

3. Interpretation. Declarant's interpretation of the meaning and application of the provisions of this Declaration and these Restrictions shall be final and binding on all interested parties at any time in question.

4. Invalidation and Severability. The invalidation by any court of any reservation, covenant or restriction herein or in any contract or deed shall not impair the full force and effect of any other reservation, covenant, or restriction.

5. Acceptance of Declaration. The provisions hereof are hereby made a part of each contract and deed in respect to any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth, and each Lot Owner contracting for or accepting a conveyance of any Lot agrees to fully comply with and be bound by all of the provisions in this Declaration.

6. Gender. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall by held to include the plural, and vice versa, unless the context requires otherwise.

7. Captions. The captions used in connection with all articles and paragraphs contained in this Declaration are for convenience only and shall not be controlling in the construction of any provisions hereof or limit the meaning of the language used in any article or paragraph.

8. Limitation of Declarant's Liability. Declarant, as well as its members, principals, officers, agents and employees, shall not be liable to any Owner of any Lot or any other party for any loss, claim or demand in connection with any breach of any provisions of this Declaration by any other party.

9. Restrictions Not Applicable to Other Lands. These Restrictions apply only to the land described in Exhibit "A" to be known as Indian Ranch Estates. Declarant is not obligated to impose any restrictions on other lands owned by Declarant, whether contiguous or noncontiguous, provided that Declarant reserves the right within Declarant's sole and absolute discretion to supplement these Restrictions by adding additional lands which Declarant desires to be governed by these Restrictions.

**DECLARANT:**

---

SCOTT AUBREY WILLIAMS

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2021, by SCOTT AUBREY WILLIAMS.

---

Notary Public, State of Texas



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**