

**DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR THE DOUBLE C COUNTRY SUBDIVISION**

Preamble

This Declaration of Covenants, Conditions, and Restrictions (the Declaration) has been amended on \_\_\_\_\_ at Wimberley, Hays County, Texas by MHQN LLC a Texas Limited Liability Company (“Declarant”), whose mailing address is 15 Pebblebrook Lane, Wimberley, Hays County, Texas 78676.

Recitals

WHEREAS, Declarant is the owner of all that certain real property (the “Property”) located in Bastrop County, Texas described as follows: Lots 1 through 22 DOUBLE C COUNTRY SUBDIVISION, Bastrop County, Texas, according to the map recorded in Document Number **Cab6/122-B** of the Map records of Bastrop County, Texas, reference to which is here made for all purposes (the Plat).

WHEREAS, the Declarant has devised a general plan for the development of the Property, that will benefit the lots that constitute the Property, the Declarant, and each successive owners of the lots. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

NOW, THEREFORE, it is hereby declared that the property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall insure to the benefit of each Owner (as hereinafter defined) thereof.

**ARTICLE 1  
DEFINITIONS**

- 1.01 The term “Lot” means each tract of land designed as a lot on the Plat.
- 1.02 The term “Owner” means every record Owner of a fee interest in a Lot.
- 1.03 The term “Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots. The term “Residence” includes the term “Manufactured Home.”

- 1.04 The term "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.
- 1.05 The term "Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.
- 1.06 The term "Manufactured Home" means a HUD-code manufactured home or a mobile home.
- 1.07 The term "Declarant" includes the Declarant and an authorized agent of the Declarant.
- 1.08 The term "Property Owners Association" refers to the **Double C Country Owners Association**, an unincorporated association.
- 1.09 The term "Board" means the Board of Directors of the Property Owners Association.
- 1.10 The term "Bylaws" means the bylaws of the Property Owners Association adopted by the Board.
- 1.11 The term "Member" refers to an Owner.
- 1.12 The term "Dedictory Instruments" means this Declaration, Bylaws and Rules and Regulations of the Property Owners Association.
- 1.13 The term "Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

## **ARTICLE 2 EXTERIOR MAINTENANCE**

2.01 Every Owner shall exercise reasonable care to keep buildings, streets, fences, landscaping, lighting and other related improvements and fixtures, in neat and orderly condition, normal wear and tear excepted. If any Owner fails to perform any of the maintenance or repair obligations set forth in this Article, and if such failure continues for a period of thirty (30) days after written notice is given to the defaulting Owner, the Declarant or the Board shall have the right to enter onto the Lot and perform the required maintenance and repair and to recover the reasonable cost from the defaulting Owner, specifically, but not limited to the right to cut any overgrown grass or weedy vegetation. The costs of any such work performed due to default of an Owner in its maintenance obligations set forth in this Article shall be charged as a continuing lien upon that Lot until paid in full by the defaulting Owner.

## **ARTICLE 3 EASEMENTS**

3.01 All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement that would interfere with the installation, maintenance, operation, or removal of such utility. No utility company, water district, or other authorized entity using these easements shall be liable for any damage done by them or their assigns,

agents, employees, to fences, shrubbery, trees, flowers, or to other property of the Owner situated within the easement.

**ARTICLE 4**  
**USE RESTRICTIONS AND ARCHITECTURAL STANDARDS**

4.01 Use All Lots shall be used for residential purposes only. A Lot may only be used for an approved Residence or Manufactured Home. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached Single-Family dwelling not to exceed two stories in height.

4.02 Building/Construction Restrictions

- (a) Each home shall adhere to the setback shown on the Plat.
- (b) No Structure of temporary character, bus, tent, shack, garage, barn, travel trailer or out buildings may be used on any lot as a Residence or for storage.
- (c) Before any building or other Structure is erected on a Lot, a building permit must first be obtained from the County of Bastrop for the construction of said improvement. A copy of said permit shall be provided to the Board.
- (d) Any residential building constructed on any Lot should be of masonry or frame construction or otherwise be approved by the Board and have a minimum of 1,200 square feet of living area. All homes Manufactured and Site-Built must be approved by the Architectural Committee. All Manufactured homes must have a minimum of 1,200 square feet. Single wide Manufactured homes are prohibited.
- (e) Double Wide homes 5 years old or newer will be considered and are at the discretion of the Architectural Committee. These homes must be newly painted and follow all the Building/Construction Restrictions listed.
- (f) Any Manufactured Home must be skirted within thirty (30) days of installation. No vinyl skirting allowed. Skirting must be stucco, hardi type or other material as approved by the Architectural Committee.
- (g) All Manufactured Homes must have a front and back deck within 30 days of installation. Decks must be stained and maintained in good repair.
- (h) All driveways, parking areas, must be constructed out of new material. The use of debris or salvaged construction material for driveways and parking areas is prohibited.
- (i) All lots with Manufactured Homes must have a minimum eight (8) feet by eight (8) feet hardi type or similar as approved by Architectural Committee storage shed with a matching shingle roof.
- (j) Fences are permitted on side and backyards only. Fences must be built out of either wood, metal, stone or masonry and cannot be over six (6) feet high. Fences must be approved by the Architectural Committee. Fencing in Front yard is prohibited.

4.03 Noxious or Offensive Activities Prohibited/Maintenance: No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done upon any Lot which may be or become an annoyance or nuisance to the neighborhood. Lots shall be mowed at regular intervals and the Lot

shall be maintained in a neat and orderly manner. No inoperable or junk cars shall be kept on any Lot. All persons shall refrain from operating radios, televisions, stereos, and/or electrical or mechanical devices in a manner that creates a disturbance (this also includes, but is not limited to, home theater systems, gaming systems, etc.). No activity shall be conducted on any Lot which, in the judgment of the Board, might reasonably be considered as annoying to neighbors, or might be reasonably calculated to reduce the quality of life for other Lot owners.

4.04 Signs. No signs of any type shall be allowed in any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent. However, any person engaged in the construction and sale of a Residence on a Lot shall have the right, with the prior written consent of Declarant, to place a sign larger than five (5) square feet during the construction period. Declarant or its assigns shall have the right to remove any sign, advertisement, or billboard structure that does not comply with the above, and in doing so shall not be subject to any liability for trespass or other sort in the connection or arising with such removal. Political signs may be temporarily displayed so long as approved by the Board and so long as the political sign complies with all relevant sections of the Texas Property Code.

4.05 Garbage, Equipment, Etc. No Lot shall be used or maintained as a dumping ground for rubbish or trash. No garbage or other waste material shall be kept on any Lot except in sanitary containers. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris. All construction debris must be contained by the Owner and properly disposed of. All garbage cans, equipment, wood/brush piles or storage piles shall be walled or fenced in to conceal them from view of the neighboring Lots, and roads. No clothes lines are permitted unless the clothes line is less than six (6) feet in height and is not visible from the street or adjacent Lots.

4.06 Animals. No farm animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Lot of its Owner unless confined to a leash. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. A reasonable number of dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. A "reasonable number" shall be in the sole discretion of a majority vote of the Board. No dangerous animal shall be permitted on any Lot. What constitutes a "dangerous animal" shall be in the sole discretion of the majority of the Board.

## **ARTICLE 5 PROPERTY OWNERS ASSOCIATION**

5.01 Establishment and Governance. The filing of this Declaration establishes the Property Owners Association as an unincorporated association that is governed by this Declaration and Bylaws. The Property Owners Association has the powers of an unincorporated association and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

5.02 Rules and Bylaws. The Board may adopt rules and Bylaws that do not conflict with local, State, or federal law, or the Governing Documents. On request, Owners will be provided with a copy of any rules. Further, the Board will cause any rules and Bylaws to be recorded in the Official Records of Bastrop County, Texas.

5.03 Membership and Voting Rights. Every Owner is a member of the property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members.

(a) Class A. Class A members are all Owners, other than Declarant. Class A members have one vote per Lot. When more than one person is an Owner, each is a Class A member, but only one vote may be cast for a Lot.

(b) Class B. Class B member shall be the Declarant, which shall be entitled to five (5) votes for each Lot owned by all Class B Members. The Class B membership shall cease, and each Class B Member shall become a Class A member, when the Class B member no longer owns record title to any of the Lots.

5.04 Board of Directors. The Officers will be elected by majority vote at annual meeting of the full membership. Each Board member shall serve for a period of one (1) year. The Board of Directors shall include:

(a) **President.** The President shall be the principle executive officer of the Association and shall preside over all meetings, and make such committee appointments from the membership as shall deemed advisable for the effective conduct of the work of the Association.

(b) **Vice President.** The Vice-President shall assist the President, in the absence or disability of the President, perform the duties and exercise the powers of the President of the Association.

(c) **Treasurer.** The Treasurer shall collect, safeguard, disburse and make periodic reports of all funds collected in the name of the Association.

(d) **Secretary.** The Secretary shall keep attendance records and record the proceedings, maintain adequate records of the Association activities, and conduct such official correspondence as shall be required.

5.05 Meetings of Members.

(a) **An annual meeting** of the members shall be held in the month of January of each year, if possible. At such meeting, the members shall elect the Officers of the Association, receive reports on the affairs of the Association, and transact any other business which is within the power of the Members. If an annual meeting has not been called and held within six months after the time designated for it, any member may call the annual meeting.

(b) **Special Meetings** of the Members may be called by the president, by majority of the Officers of the Association, or by twenty- five percent (25%) or more of the members entitled to vote.

(c) **Notice of Meetings** A written, printed or posted on website ,notice of each meeting, stating place, day, and hour of meeting, shall be given to each member of record entitled to vote . This notice shall be given at least seven (7) days before the date named for the meeting.

(d) **Quorum.** Twenty-five percent (25%) of the Members must be present to constitute a quorum at all meetings. All issues shall be decided by a majority vote of members present at meetings.

5.06 Finances **Financial Reports** Quarterly Financial Reports shall be submitted to the Board of Directors by the Treasurer. Annual Financial Report will be submitted to Members at the Annual Meeting.

## **ARTICLE 6 ASSESSMENTS**

6.01 Authority. The Property Owners Association may levy Assessments to promote health, safety, and welfare of the residents in the Subdivision, including, but not limited to, funding operating expenses of the Property Owners Association, to maintain the Subdivision entrance, signage, and Privacy Fencing along FM 535 and the Block A detention area.

6.02 Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.

6.03 Creation of Lien. Assessments are secured by a continuing vendor's lien and contractual lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to a Lot, each owner grants the lien, together with the power of the sale, to the Property Owners Association to secure Assessments.

6.04 Commencement. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

6.05 Regular Assessments.

(a) Rate. Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board and until the Declarant owns no Lots in the Subdivision, the Regular Assessment will be \$120.00 per year.

(b) Changes to Regular Assessments. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least sixty (60) days before its effective date.

(c) Collections. Regular Assessments will be collected yearly in advance, payable on the first day of January of each year.

6.06 Special Assessments. In addition to Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost for maintenance to the Subdivision entrance, signage, and Privacy Fencing along FM 535. Special Assessments must be approved by the members, except that Special Assessments for the purpose of maintaining the Block A detention area shall only

require approval by the Board. Written notice of the terms of the Special Assessment will be sent to every Owner.

6.07 Approval of Special Assessments. Except as provided in Section 6.06 any Special Assessment must be approved by a two-thirds (2/3) majority vote at a meeting of the Members in accordance with the Bylaws.

6.08 Fines. The Board may levy a fine, not to exceed \$5.00 per day, against an Owner for a violation of the Governing Documents as permitted by law. All fines must be levied in accordance with the relevant sections of the Texas Property Code.

6.09 Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

6.10 Delinquent Assessments. Any Assessment not paid within thirty (30) days after it is due is delinquent.

6.11 Declarant Not Subject to Assessments. Lots owned by Declarant shall not be subject to Regular Assessments or Special Assessments, however, Declarant shall be required to fund any shortfall in the operation budget of the Property Owners Association until such time as Declarant no longer owns any lots in the Subdivision.

## **ARTICLE 7 REMEDIAL RIGHTS**

7.01 Late Charges and Interest. A late charge of \$5.00 per day is assessed for Delinquent Assessments. If a delinquent Assessment remains unpaid, additional late charges of \$10.00 per month will be assessed until payment is received by the Property Owners Association. Delinquent Assessments accrue interest at the rate of ten percent (10%) per year. The Board may change the late charge and the interest rate.

7.02 Costs, Attorney's Fees, and Expenses. If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.

7.03 Judicial Enforcement. The Property Owners Association may bring an action against an Owner to collect Delinquent Assessments and/or Fines, foreclose the Property Owners Association lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

7.04 Remedy of Violations. The Property Owners Association may access an Owner's Lot to remedy a violation of the Governing Documents.

7.05 Suspension of Rights. If an Owner violates the Governing Documents the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured, provided, however, that the right of an Owner to run for a position on the Board shall not be limited except as provided by law.

7.06 Damage to Property. An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner, or the Owner's family, guests, agents, independent contractors, and invitees in accordance with the law.

## **Article 8 GENERAL PROVISIONS**

8.01 Enforcement. The Declarant (until such time as Declarant no longer owns an interest in any Lot in the Subdivision), the Property Owners 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. In addition to the remedies for enforcement provided for above, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, by any Owner, his family, guests, lessees or licensees shall authorize any Owner, Declarant and/or the Property Owners Association, the right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including but not limited to fees charged by any property manager for the Subdivision hired by Declarant, attorney's fees and court costs. 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. No Owner shall have the right to compel or require the filing of suit by Declarant. The rights created by this section do not create a duty on part of the Declarant to file suit to enforce a violation of the Declaration.

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

8.03 Covenants Running With the Land. These easements, restrictions, covenants, and conditions are for the purpose of protection 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 whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

8.04 Duration and Amendment.

(a) The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty-five (25) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by Owners owning more than sixty-six percent (66%) of the lots.



**(b) SO LONG AS THE DECLARANT OWNS OR MAINTAINS AN INTEREST OR LEIN IN OR UPON ANY LOT (ACCORDING TO THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS), DECLARANT SHALL HAVE AND RESERVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, WITHOUT THE JOINDER OR CONSENT OF ANY OTHER PARTY, TO AMEND THIS DOCUMENT BY ANY INSTRUMENT IN WRITING DULY SIGNED, ACKNOWLEDGED, AND FILED FOR RECORD IN THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, FOR THE PURPOSE OF CORRECTING, AMENDING, MODIFYING, CHANGING OR ELIMINATING, IN WHOLE OR PART, THESE RESTRICTIONS, AND BY DOING SO MAY IMPAIR AND/OR AFFECT THE VESTED PROPERTY OR OTHER RIGHTS OF AN OWNER OR HIS MORTGAGEE. NOTWITHSTANDING THE FOREGOING, NO AMENDMENT TO THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL BE PERMITTED BY THE DECLARANT OR THE OWNERS UNTIL TWENTY-FIVE (25) YEARS FROM THE DATE THIS DECLARATION IS RECORDED.**

(c) Upon the date that declarant's right to amend this document terminates, the Owners of sixty-seven percent (67%) of the Lots shall have the right, at any time thereafter, and from time to time, without the joinder or consent of any other party, to amend this document by any instrument in writing, duly signed, acknowledged, and filed for record in the Official Records of Bastrop County, Texas, for the purpose of amending, modifying, changing or eliminating in whole or part, these restrictions. However, such Owners may not impair and/or affect the vested property rights of an Owner or his mortgagee in that Owner's Lot(s), but may impair and/or affect such rights of an Owner or his mortgagee in Lots belonging to other Owners.

8.05 Attorneys Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

8.06 Applicable law. This Declaration shall be interpreted pursuant to the laws of the State of Texas.

8.07 Effective Date. This Declaration shall become effective the date that it is filed of record in the Official Public Records of real property of Bastrop County, Texas.

**(Signature pages follow)**

Signed on \_\_\_\_\_

**MHQN LLC a Texas Limited  
Liability Company, Declarant**

By: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas