

DECLARATION OF COVENANTS AND RESTICTIONS

OF

GOODNIGHT RANCH HOA

STATE OF TEXAS

COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS That, Reeces Creek Developers Ltd. (“Declarant”), being the owner of all the Property does hereby adopt the following restrictions, protective covenants, reservations, and conditions (“Covenants”) for the mutual benefit of Declarant the benefit and Interest of the neighborhood where said Property is located, and does hereby mutually covenant, conclude, and agree as follows:

Declarant imposes the Covenants se forth herein on the Property described herein. All Owners and other occupants of any portion of the Property by their acceptance of their deeds, leases, or occupancy agree that the Property is subject to the Covenants.

The Covenants are necessary and desirable establish a uniform plan for the Property in Good Night Ranch (“Development”) and use of the Property for the benefit of all Owners. The Covenants run with the Property and bind all Owners, Occupants, and any other person holding an interest in the Property.

Each Owner and occupant agree to comply with this Declaration and any related Governing Documents and agrees that failure to comply may subject them to a fine, damages, or injunctive relief.

Any owner of this Property of any portion of the Property shall have the right to enforcement of these Covenants through appropriate remedies as described in the document.

I.

PROPERTY SUBJECT TO THE DECLARATION

The property which is and shall be held, transferred, sold, and conveyed, subject to the covenants, conditions, restrictions, reservations, and charges hereinafter set forth is described as follows:

All of the lots in Good Night Ranch Phase 14, a subdivision in Bell County, Texas according to the map or plat of record in the office of the County Clerk of Bell County, Texas, reference to which plat and its record reference is here made; 2022030963 & 2022030956.

II.

COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS

The Property is hereby encumbered by the covenants, conditions, restrictions, reservations, and charges hereinafter set forth to ensure the best and highest use and the most appropriate development and improvement of each lot for residential purposes within said subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable to natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper setbacks from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

- 1) **Land Use and Building Type.** All lots in the Property shall be used only for approved single family residential purposes and shall be new construction only. No building shall be erected, altered, placed, or permitted to remain on any lot that exceeds two stories in height. Each dwelling must have a minimum of a two-car garage. At no time may any mobile home, manufactured home, manufactured housing, motor home, manufactured housing, motor home (as a residence), or house trailer be installed, placed, and/or located on the Property.
- 2) **Dwelling Size and Type.** For all lots, the exterior exposed walls of the residential dwelling or any other structure (excluding glass and doors) must be at least 90% brick, stone or rock. All masonry used is subject to specific ACC approval concerning color, style, and texture. Multi-story dwellings must have a ground floor area as defined above of not less than 1,500 square feet, exclusive of open porches, garages, breezeways, patios and detached accessory buildings open porches and garages.
- 3) **Building Location.** No Building shall be located on any lot nearer than building set back lines per the recorded plat of this subdivision.
- 4) **Relocation of Buildings.** Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision.
- 5) **Architectural Control.** Declarant has designated certain individuals to comprise the initial architectural control committee (ACC), each of whom are generally familiar with the residential and community development design matters and knowledgeable about Declarant's concern for consistent design standards in Good Night Ranch. No building, dwelling, fence, walk, driveway, wall, landscaping, patios, decks or any other structure or improvement or any kind shall be erected, placed, commenced or altered on any lot, nor shall any exterior addition to or change or alteration therein be made, or any alteration to the topography be made, until the construction plans and specifications and a plan showing the location of the proposed improvement(s),

including but not limited to, location of proposed buildings, walls, fences, driveways, landscaping, finished ground elevations, and shape, heights, and materials of proposed improvements have been approved in writing by the architectural control committee. The Architectural Control Committee shall review the documentation provided and may consider, among other things, the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

- 6) **Architectural Control Committee Membership.** The architectural control committee shall initially be the Declarant, its designees and/or appointed agents. The address for the initial ACC members is 2400 S 57th St. Temple, TX 76504 In the event of death or resignation of any member of the committee, the Declarant shall have full authority to designate a successor. The ACC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. The Declarant shall serve as the ACC for a period of one (1) year from the date hereof. Upon the expiration of one (1) year from the date hereof, Declarant may elect to extend its period of service on the ACC for a period of one (1) additional year. In any event, at the termination of the Declarant's service on the ACC, Declarant will notify the owners of the lots in this subdivision of the successor members of the committee elected by the Association. Upon such an election, the ACC shall thereafter at all times consist of at least three (3) members.

- 7) **ACC Procedure.** No Dwelling or other Improvements, including Accessory buildings, landscaping, building, fences, signs, walls, decks, patios or other structures may be placed, erected, installed or made upon any Lot, nor shall any exterior addition to or change or alteration be made until the Plans, with a \$200 fee (the "Application Fee"), are submitted to and approved by a majority of the members of the ACC. Plans shall be submitted to the ACC at least 30 days prior to the commencement of any construction or modification. The ACC is authorized to request the submission of samples of proposed construction material and to hire professional consultant to assist in the reviewing an Owner's Plans. The ACC shall have the power and authority to make any such subjective judgments as the ACC may deem appropriate in its sole discretion.

- 8) **Approval of Plans.** The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and this condition will be deemed to have been fully satisfied. Further, the name, address and phone number of the builder(s) contracted to construct any of the improvements shall have been submitted to, and approved in writing, by the architectural control committee. Notwithstanding anything contained herein to the contrary, the initial committee is hereby authorized, in its sole discretion, to waive any requirement or restriction set forth herein as it pertains to any lot, or lots covered hereby but such waiver shall not in any way constitute a waiver or release of any such restriction as it may pertain to any other lot or lots. Any decision by the architectural control committee involving the approval and/or disapproval of any structures or buildings shall be final and binding on all parties.

- work*
PAR. 8
- 9) **Proceeding with work.** Upon receipt of approval as provided in ~~Section II~~ above, the owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again see approval pursuant to all the provisions herein.
- 10) **Tract Width.** No Dwelling shall be erected or placed on any tract having an area of less than 6,000 sq ft.
- 11) **Fences.** All fences must be constructed of all new materials, privacy type in nature (no chain link or similar), and materials may only be wood or masonry, unless waived by the Architectural Control Committee, and must be maintained at all times.
- 12) **Yard Maintenance.** All lots shall be always kept free and clear of debris, trash and materials. All grass, shrubbery, greenery, and other landscaping shall be kept in good and orderly condition and neatly trimmed or mowed out to the curb of each lot.
- 13) **Transport Vehicles.** Trucks with tonnage in excess of 1.5 ton shall not be permitted to permitted to park on the property, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept on this property at any time.
- 14) **All Vehicles.** All vehicles, trailers, boats, and motor must be in working order and have all licenses, registrations and inspections required for lawful use. No major repairs, rebuilding or overhauling of vehicles, boats or trailers, or storage of wrecked or inoperable parts shall be permitted on any lot.
- 15) **Nuisances.** No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 17) **Temporary Structures.** No Structure of a temporary character, mobile home, house trailer, basement, tent, shack, garage barn or other out-building shall be used on the property at any time as a residence either temporarily or permanently.
- 18) **Signs.** No signs of any kind shall be displayed to the public view on the property except one professional sign of not more than two square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction & sales period.
- 19) **Easements.** Easements for installation and maintenance of utilities, storm water, retention, detention ponds, and/ or conservation area are reserved as may be shown on the recorded Plat. Within these easements' areas, no structure, planting, or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction of flow of drainage channels or slopes in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those

improvements for which a public authority or utility company is responsible. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty on Declarant or any Builder to correct or maintain any drainage facility.

- 20) **Oil and Mining Operations.** No oil drilling, puncturing of the surface for oil, gas, or hydrocarbons, or other minerals, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the property, nor shall oil wells, tanks, tunnels; mineral excavations or shafts be permitted upon or in the property. No derrick or structure designed for the use in boring of oil or natural gas shall be erected, maintained or permitted upon the property.
- 21) **Livestock and Poultry.** No livestock, swine, or poultry of any kind may be raised, kept, bred, or maintained for any commercial purposes. No swine or chickens shall be raised, bred or kept on any lot for any purpose. No animals of any kind may be kept on any tract until a permanent residence is constructed and completed.
- 22) **Firearms.** Discharge of firearms of any kind is strictly prohibited. The term "firearms" includes "B-B" guns and firearms of all types. Hunting of any kind is absolutely prohibited. This includes the hunting of animals by firearms, bow-hunting, traps, slingshots, or other means of harming, targeting or entrapping wildlife of domesticated animals.
- 23) **Garage and Refuse Disposal.** The property shall not be used or maintained as a dumping ground for rubbish. All refuse, including lawn and garden clippings and trash, shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 24) **Sewage Disposal.** All Dwellings placed on Subject Property must meet all applicable laws, rules, standard and specifications.
- 25) **Withdrawal of Property.** Declarant reserves the right to amend this Declaration for the purpose of removing any portion of the Property from the terms and conditions of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the Property to be withdrawn, if not Declarant.
- 26) **Compliance.** Each Owner will comply with the provisions of the Governing Documents and any other policies or Rules adopted by the Declarant, any Association Board of Directors or the ACC to supplement the Governing Documents, as any of these may be revised from time to time. Additionally, each Owner shall be responsible for ensuring compliance with the Governing Documents by all persons using or occupying such Owner's Lot, including its guests, visitors, agents, employees, and invitees. If a Rule requires, prohibits or permits conduct by an "Owner" or "Tenant," each of those terms shall be deemed to include the other, and applies to all person for whom an Owner or Tenant is responsible.

- 27) **Variance.** Circumstances may warrant waiver or variance of these covenants, conditions, restrictions, reservations and charges. To obtain a waiver or variance, an Owner must make written application to the Declarant, or Association Board, who will consider such request and respond to the Owner in accordance with the Governing Documents. If the application is approved, the waiver or variance must be in writing, and may be conditioned or otherwise limited.
- 28) **Term.** Unless otherwise terminated or amended as permitted herein, the provisions of this Declaration shall run with and bind the Property and will remain in effect from the date this Declaration is recorded perpetually to the extent permitted by all legal requirements.
- 29) **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. If the owner of any lot, or their heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any other the covenants set forth in the declaration, it shall be lawful for any person or persons owning any lot encumbered by this declaration, and/or the Declarant to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant. The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the Declarant and other owners of lots in Good Night Ranch and the adjacent Good Night Ranch subdivision, thus the breach of any provision of this declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity, court cost and reasonable attorney fees shall be assessed against the violator.
- 30) **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.
- 31) **No Waiver.** The failure of the Declarant or Association to enforce a provision of these Rules does not constitute a waiver of the right of the Declarant or Association to enforce such provision in the future.

III.

MEMBERSHIP

Every Owner shall automatically be a Member of Good Night Ranch HOA of Bell County Property Owners Association, Inc. ("Association") Membership shall be appurtenant to and may not be separated from ownership of a Lot. Membership and voting rights shall be governed by the Governing Documents of the Association.

IN WITNESS WHERE OF, Declarant has executed the Original Declaration and this document on FEB. 2, ~~2023~~ 2024

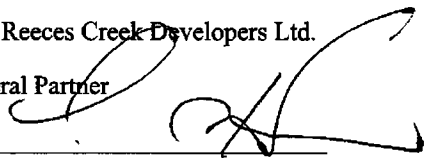
DECLARANT:

Reeces Creek Developers Ltd.

By: Reeces Creek Developers Ltd.

General Partner

By: _____

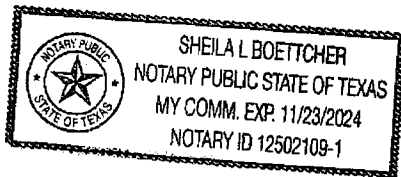


STATE OF TEXAS

COUNTY OF BELL

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared William Hickman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act and deed of the said he in his capacity as Assistant Secretary of Reeces Creek Developers Ltd. And that he executed same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 2 day of February 2024



Notary Public, State of Texas



Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2024005022

As

DECLARATION

Recorded On: February 06, 2024

Parties: REECES CREEK DEVELOPERS LTD

To GOOD NIGHT RANCH

Comment:

Billable Pages: 7

Number of Pages: 8

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
RECORDING:	\$29.00
Total Fees:	\$34.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

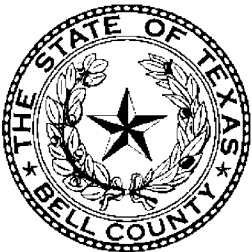
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2024005022
Receipt Number: 387227
Recorded Date/Time: 02/06/2024 12:09:56 PM
User / Station: zbranead - BCCCD0642

Record and Return To:

American Abstract and Title Company, Inc



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk