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**DECLARATION OF RESTRICTIVE COVENANTS OF THE  
LOCKWOOD SPRINGS  
SUBDIVISION**

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DATE: August 29, 2019

Declarant: Charles Roberts Lockwood  
20200 Hog Eye Road  
Manor, TX 78653

Property: Attached as Exhibit "A"

**Definitions**

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

"Declarant" means Charles Roberts Lockwood and Jackie Herzog Lockwood, a married couple, 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 in the real property records of Travis County, Texas, and 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.

"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, 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 in 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 agree to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

4. Any Owner shall recover the reasonable and necessary attorney fees incurred to enforce this Declaration.

#### **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 the 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. Use and Activities

1. *Permitted Use.* A Lot may be used only for no more than two (2) Single Family Residences of a least 1,500 square feet each that do not otherwise violate these Restrictive Covenants.
2. *Prohibited Activities.* Prohibited activities are –
  - a. any activity that is otherwise prohibited by this Declaration;
  - b. any illegal activity;
  - c. any nuisance or noxious or offensive activity;
  - d. any dumping of rubbish;
  - e. any storage of –
    - i. building materials except during the construction or renovation of a Residence or a Structure;
    - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway or inoperable vehicles may be stored for one year, and no more than two inoperable vehicles may be stored on one Lot simultaneously;
  - f. any keeping or raising of swine;
  - g. any commercial, industrial, or professional activity except reasonable home office use;
  - h. residing in a single wide mobile home or motor home, this provision allows for storage of one motor home per Residence;
  - i. hunting and shooting; and
  - j. No church, temple, mosque, monastery, or any religious house of worship may be operated on Lot.
  - k. No outside music may be played after 10:00 p.m.



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**D. Construction and Maintenance Standards**

**1. Lots**

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided unless Lot is ten (10) acres or greater. Lot can be divided into two (2), five (5) acre Lots at that Lot Owner's sole expense.
- c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

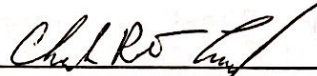
**2. Residences and Structures**

- a. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,500 square feet.
- b. *Foundation Requirements.* Each Residence shall have either a concrete foundation, pier and beam construction, or standard support systems for a double-wide, triple-wide, or modular home. Open foundations need to be underpinned within 90 days of occupancy.
- c. *Temporary Housing During Construction.* Travel trailer or mobile home may be used as a temporary residence during construction of Residence. There may be only one temporary residence per Lot and for a limited duration of one year from the date of issuance of the first building permit or first day construction. Exception may be made for an apartment within a barn or other Structure which may be used as temporary housing for an indefinite period.

**E. General Provisions**

1. *Term.* This Declaration runs with the land and is binding in perpetuity, upon the successors, heirs, and assigns of the Owners.
2. *No Waiver.* Failure of 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 only be amended in writing at any time by the affirmative vote of 100 percent of the Owners.
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. *Annexation of Additional Property.* On written approval of Declarant, the owner of any property who desires to subject the property of this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.
8. *Pursuit 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.

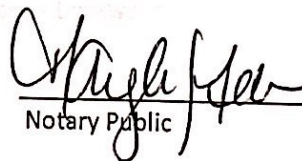
  
Charles Roberts Lockwood

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on August 29, 19  
by Charles Roberts Lockwood.



  
Notary Public



**Exhibit "A"**  
**Lockwood Springs Subdivision Property List**

**TRACT 1**

Legal Description: Being 10.100 acres of land lying in and being situated out of the Gordon Jennings Survey No. 35, Abstract No. 438 in Travis County, Texas and being a portion of that certain 52.002 acre tract of land conveyed to Charles Roberts Lockwood by deed recorded in document no. 2011095149 Official Public Records, Travis County, Texas; said 10.100 acres of land being more particularly described as follows and as surveyed under the supervision of James E. Garon, Registered Professional Land Surveyor in June, 2017: see detail attachment.

**TRACT 2**

Legal Description: Being 10.100 acres of land lying in and being situated out of the Gordon Jennings Survey No. 35; Abstract No. 438 in Travis County, Texas and being a portion of that certain 52.002 acre tract of land conveyed to Charles Roberts Lockwood by deed recorded in document no. 2011095149 Official Public Records, Travis County, Texas; said 10.100 acres of land being more particularly described as follows and as surveyed under the supervision of James E. Garon, Registered Professional Land Surveyor in June, 2017: see detail attachment.

**TRACT 3**

To Be Determined by Declarant Charles Roberts Lockwood.

**TRACT 4**

Survey Plat of 20200 Hog Eye Road. Ref Charles Lockwood. Legal Description: 1.—acres out of 5.29 Acre Tract out of Gordon Jennings Survey No. 35. in Travis County, Texas, of Record in Volume 11330, Page 150 of Plat Records of Travis County, Texas. See attached Gordon C. Jennings Survey No. 35.

**TRACT 5**

To Be Determined by Declarant Charles Roberts Lockwood.

**TRACT 6**

To Be Determined by Declarant Charles Roberts Lockwood.

**TRACT 7**

To Be Determined by Declarant Charles Roberts Lockwood.