

2023-005636 RESCOV Fee: 58.00
09/06/2023 02:33:13 PM Total Pages: 10
Teresa Rodriguez, County Clerk - Caldwell County, TX

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
COLONY BEND RANCHETTES**

This Declaration of Covenants, Conditions, and Restrictions for COLONY BEND RANCHETTES is made on this 1st day of Sept, 2023 by Old Colony Line Ranchettes LLC ("Declarant"), whose mailing address is 3005 Stratford Drive, Austin, TX 78746.

Recitals

1. Declarant is the owner of all that certain real property ("the Property") located in Caldwell County, Texas, described as the following:
 All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the William Spillers Survey A-264 and being also a part of a tract of land called 9.955 acres described in Instrument #2023-003557 of the Official Public Records of Caldwell County, Texas and designated as Colony Bend Ranchettes
2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE 1 – Definitions

- 1.01. "**Developer**" means Declarant and its successors and assigns who acquire or own the entirety of the development but will parcel it into existing developed and undeveloped Lots from Declarant for the purpose of development. The Declarant is not subject to the restrictions in this document and any adjustments to Lots owned by the Declarant shall become Grandfathered Structures.
- 1.02. "**Lot**" means the subdivided tracts within the Property identified above, as fully described in the attached "Exhibit A".
- 1.03. "**Owner**" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property.

1.04. **"Main Road"** means any county, state or otherwise publicly maintained road

1.05. **"Dwelling"** means a building arranged or designed to be occupied by one family, the structure having only one dwelling unit.

1.06. **"Front Façade"** means the portion of a Dwelling's exterior that is facing or most substantially facing the Main Road. If a Dwelling is on a corner lot with frontage on two Main Roads, either Main Road may be selected for this definition.

1.08. **"Tiny House"** means a structure no more than 600 square feet that is built off-site according to state and local building codes.

1.09. **"Modular Home"** means an off-site built structure that is built according to state and local building codes.

1.10. **"Manufactured Home"** means a structure built to the national HUD Manufactured Home Construction and Safety Standards

1.11. **"Single-Wide Manufactured Home"** means a Manufactured Home that is less than eighteen feet (18') wide but is not a Tiny House.

1.12 **"Jurisdictional Codes"** means the applicable City, County, State, and Federal rules and regulations including those of Utility Providers, or any other entity that grants required approvals for uses and improvements to the Lot ("**Agency**" or collectively, "**Agencies**"). The requirements and restrictions of the Agencies supersede those in this document and may change over time.

ARTICLE 2 - Use Restrictions and Design Standards

2.01. **Residential and/or Agricultural Use Only.** All Lots shall be used for single-family residential purposes and/or agricultural uses. However, Developer or Declarant, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. Agricultural use consists of any use for agriculture that does not otherwise run afoul of the provisions of these restrictions.

2.02. **Type and Number of Buildings Permitted.** No building (exclusive of outbuildings, porches, garages) shall be erected, altered, or permitted on any Lot, other than a Dwelling. No building, antennae, or other obstacle shall be constructed that exceeds 40' in height. The number of Dwellings permitted on a Lot may be dictated by the Jurisdictional Codes. Notwithstanding the forgoing, no Lot shall exceed two (2) Dwellings on any Lot less than 2.00 acres, and no Lot shall exceed three (3) Dwellings. Dwellings on any Lot must be a minimum of thirty feet (30') from each other. Single-wide manufactured homes and single-wide mobile homes are not approved Dwellings without a home-specific written letter of approval from the Developer or Declarant. A barn or workshop with living quarters within is permitted, provided it contains a minimum of 600 SF of livable, air-conditioned area, is built from quality materials, and has a pleasing architectural style. All structures must have the exterior construction completed in its entirety within two hundred seventy (270) days from groundbreaking or initial placement upon the Lot. A duplex qualifies as a Dwelling but will

be considered to be two (2) Dwellings. Modular Homes, Tiny Homes, Manufactured Homes that are not Single-Wide Manufactured Homes, and site-built homes are approved Dwellings. If a second or third residence is built or placed on a Lot, then an adequate septic system shall be in place per Agency requirements.

2.03. Temporary Residences During Construction. Recreational vehicles or camper trailers may be used for temporary residence for up to 6 months. No outbuilding, basement, tent, shack, garage, shed, or temporary building of any kind shall be used as a temporary or permanent residence.

2.04. Design and Exterior Walls. The Front Façade of any Dwelling shall have no less than 30% of its length as a covered porch that is a minimum of six feet (6') deep. Any Front Façade shall contain an ingress/egress door to the Dwelling. This porch shall be completed as part of the initial construction or within 120 days of placement on Lot. Exceptions to this Section may be granted in writing by the Developer or Declarant on a case-by-case basis.

2.05. Setbacks. No building shall be located on any Lot nearer to the front Lot line or nearer to the side lot line than the minimum building setback lines of:

- (a) Twenty-five feet (25') to the Lot line along the Main Roads; and
- (b) Fifteen feet (15') to all other Lot lines.

Exceptions to the minimum setbacks, as described above, may be granted in writing by the Developer or Declarant on a case-by-case basis. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

2.06. Re-subdivision or Consolidation. Subdivision and consolidation is permitted according to the rules and laws of the appropriate County and the State of Texas. Condominium regimes are permitted within a Lot, but the Lot and location of improvements shall comply with the restrictions, conditions, reservations, setbacks, and easements imposed by this Declaration.

2.07. Pools/ Hot Tubs. All above ground pools shall have decking installed around a minimum of twenty five percent (25%) of the pool. The pool and decking and hot tub shall be a minimum of fifteen feet (15') from any Lot boundary line. Hot Tubs are permitted and do not have a decking requirement.

2.08. Driveways. All driveways are to be installed and maintained by the Owner of the Lot. This includes the portion of the driveway outside of the Property and within the Right of Way of the Main Road. Owners are responsible for obtaining a permit from the appropriate Agency for connecting a driveway with the Main Road.

2.09. On-Site Sewage Facility. Prior to occupancy of a home or any livable building, each Lot Owner shall construct, install and maintain an On-Site Sewage Facility ("OSSF") in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the appropriate Agency. The Owner is responsible for obtaining a permit, approval, and inspection of the OSSF from the appropriate Agency. If such OSSF complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto Main Roads, ditches or adjoining Lots, such OSSF shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

2.10. Obnoxious or Offensive Activities Prohibited. No obnoxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood. This shall include noise pollution such as barking dogs, loud music or any other animal or fowl that creates a nuisance. No trash, ashes, wood, or other refuse may be thrown or dumped on any neighboring Lot, vacant or otherwise.

2.11. Grandfathered Structures. Any structures, locations of structures, or ponds on a Lot that exist prior to the recording of this Declaration, or are created by the Declarant, are acceptable. However, any new structures, ponds, or alterations to existing structures or ponds must adhere to the restrictions, conditions, and reservations imposed by this Declaration.

2.12. Fences. No fence, hedge, wall or other dividing instrument over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. Fences and walls may be constructed using metal, welded metal, wood, barbed wire, masonry or stucco, but shall not be constructed of chain link or razor wire. Fence posts shall be maintained to be vertical.

2.13. Surface Mining and Natural Resources. It is expressly forbidden by these restrictions to mine surface or subsurface minerals or soils by strip-mining or by any other method, for resale from any Lot within the Property. This restriction is inclusive of caliche or other similarly known soil materials. This restriction does not prohibit the pumping of ground water for consumption upon the Lot wherein the well is located.

2.14. Rubbish, Trash, Garbage, and Wood Piles. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. No unused building supplies or materials shall be visible from a Main Road. Landscape debris such as burn piles or cut wood, excluding firewood in stacks, may not be visible from the main road, except on Lots owned by the Declarant.

2.15. Animals.

(a) The raising of livestock shall be allowed, but shall be limited to five (5) animal units per acre. An animal unit shall be calculated as follows:

- i. one (1) cow;
- ii. one (1) bull;
- iii. two (2) five hundred (500) pound calves;
- iv. three (3) sheep or goats;
- v. one (1) horse;
- vi. two (2) foals one (1) year old or younger;
- vii. any animal with un-weaned offspring shall be considered a single animal unit; and
- viii. one (1) head for any animal not already listed, except for swine which shall be limited to one head per Lot.
- ix. ten (10) chickens in addition to one (1) of the aforementioned animal units.

(b) If any member of an owner's family is under the age of nineteen (19) and is a bona-fide member of a 4-H Club or Future Farmers of America Club, then, as an exception to 4.14(a), one animal per each bona-fide member shall be permitted for the purpose of raising each animal for competition or as part of a club project, provided that the animal shall be removed from the Lot upon completion of the competition or club project.

(c) Exotic game shall be allowed upon the property, with the exception of those that would affect the health, safety and or welfare of any of the Owners within the Property.

(d) Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit" provided they are kept, bred or maintained for non-commercial purposes.

(e) Any and all animals, including household pets, require appropriate fencing to confine them to their Lot. No animal shall be permitted until the appropriate fencing is completed. It is each Owner's responsibility to install a gate and/or cattle guard to prevent cattle or other livestock from getting onto the Main Roads. It is further the responsibility of the Owner who installs a gate to keep it closed at all times.

(f) All lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

2.16. Vehicles/Trailers. Vehicles/Trailers. No repairing of motorized vehicles, boats, RV's, travel trailers, farm equipment or Class C type or style vehicle (dump trucks, 18-wheelers, etc.) that are not in operating condition or not bearing current license plate and registration (collectively "Inoperable Vehicles") requiring more than seven (7) days to repair shall be permitted on any Lot in a visible location from the Main Road. Inoperable Vehicles shall not be left parked, abandoned or otherwise unattended in a specific location on any portion of any Lot or street within the Subdivision(s) and visible from the Main Road for more than seven (7) days, except for RV's which are permitted. One RV is permitted per Dwelling. Restoration of vehicles is permitted providing all work, parts and framework are done in an enclosed garage. Any Inoperable Vehicles described by this Section shall be parked a minimum of fifteen feet (15') from any Lot boundary line.

2.17. Manufactured Homes. Single-wide manufactured homes are strictly prohibited without a home-specific written letter of approval from the Developer or Declarant. Double-wide manufactured homes or larger may be placed on the property but shall not exceed five (5) years in age at the time of placement. Any manufactured home older than 5-years may become an Approved Dwelling if the Developer or Declarant approves the structure in writing. The Manufactured Homes shall have the trailer tongue/ hitch removed and shall be underpinned and skirted using concrete board, masonry, or stucco within 60 days from date placed on the property with a professional quality appearance. These restrictions apply both to original and to subsequently installed homes.

2.18. Prohibited Activities. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

2.19. Landscaping. From the date a Dwelling has been built or placed on a Lot, grass shall be maintained to be shorter than twelve inches (12"). Owner may dispose of timber for building sites and gardens but shall leave ample trees for shade over Lot.

2.20. Ponds. Ponds are permitted, provided the outer rim of the berm is a minimum of twenty-five feet (25') from any Lot boundary line.

2.21. **Solar Panels.** Solar panels may be installed on roofs. Ground-mounted solar panels shall not be visible from a Main Road.

2.22 **Wells.** Wells are permitted. The location of the well must be according to the State of Texas or other regulating Agency.

ARTICLE THREE - Easements

3.01. **Reservation of Easements.** Easements for installation and maintenance of utilities, including Bluebonnet Electric Coop., Aqua Water Supply Corporation, telephone lines, or similar, etc., are reserved by Declarant. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of such Lot, except for maintenance of which a public utility is responsible, therein shall continuously maintain the area of each Lot and all improvements.

(a) Easements are defined as:

- i. Fifteen feet (15') wide area on the sides of each Tract that share a common boundary line with a lot outside of the Subdivision.
- ii. Fifteen feet (15') wide area on the sides of each Tract that share a common boundary line with another Tract within the Subdivision.
- iii. Twenty-five feet (25') wide area on the sides of each Tract that share a common boundary line with a Main Road within the Subdivision.

3.02. This section intentionally left blank.

3.03 Such easements and reservations shall at all times be open and accessible to public and quasi-public corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements and reservations are reserved.

ARTICLE FOUR - General Provisions

4.01. **Enforcement.** The Developer, Declarant, or any Owner of a Lot in the Subdivision(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Declarant shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the Declarant to enforce any of these provisions. 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. All waivers must be in writing and signed by the party to be bound.

(a) Any Owner that fails to adhere to any restrictions, conditions, and reservations imposed by this Declaration ("Violating Owner") shall be subject to the removal of the violating offense at Violating Owner's expense and the Violating Owner shall be liable to compensate other Owners in aggregate \$200

per month, beginning 10 days after certified notice has been sent by an Owner, the Developer, or Declarant.

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

4.03. **Covenants Running with the Land.** These easements, restrictions, covenants, and conditions are for the purpose of protecting 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.

4.04. **Duration and Amendment.** The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 10 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 51 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 51 percent of the Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for two (2) years from the effective date hereof in order to make corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the acreage. Neither any amendment nor any termination shall be effective until recorded in the real property records of Caldwell County, Texas, and all requisite governmental approvals, if any, have been obtained.

4.05. **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, attorneys' fees, and costs.

4.06. **Liberal Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

4.07 **Rollback Taxes.** ANY CHANGE OF USE OF PROPERTY COULD RESULT IN A ROLLBACK TAX, WHICH WILL BE THE RESPONSIBILITY OF EACH LOT OWNER. SELLER IS NOT RESPONSIBLE FOR ANY ROLLBACK TAXES DUE TO THE CHANGE IN USE OF SAID PROPERTY FROM AGRICULTURAL TO NON-AGRICULTURAL. IT IS PURCHASER'S RESPONSIBILITY TO INDIVIDUALLY APPLY FOR ANY AGRICULTURAL USE AND PAY SUCH ROLLBACK IF ASSESSED.

This Declaration is executed this 6th day of Sept 2023.

OLD COLONY LINE RANCHETTES LLC

By: Trevor Dallas

Trevor Dallas, Manager

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF Cook)

This instrument was acknowledged before me on the 6th day of September, 2023 by Trevor Dallas, an individual of behalf of OLD COLONY LINE RANCHETTES LLC, known to me or proved to me through (description of identity card or other instrument) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of September, 2023.



Lucy Knight
Notary Public's Signature

Colony Bend Ranchettes

A subdivision of 9.955 acres out of the William Spillers Survey A-264 in Caldwell County, Texas

LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the William Spillers Survey A-264 and being also a part of a tract of land called 10.045 acres and conveyed to Old Colony Line Ranchettes LLC by deed recorded in Instrument #2023-000902 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped iron pin set stamped "HINKLE SURVEYORS" in the SW line of the above mentioned 10.045 acre tract and in the SW line of a tract of land called 30.942 acres and conveyed to Old Colony Line Lockhart LLC by deed recorded in Instrument #2022-000940 of the said Official Public Records and in the apparent NE line of a tract of land called 16.000 acres and assigned to Robert W. Reitz by Contract of Sale recorded in Volume 363 Page 649 of the Deed Records of Caldwell County, Texas and in the newly dedicated NW line of Old Colony Line Road for the South corner this tract and from which point a capped iron pin found used for basis of bearing marking the South corner of the said 10.045 acre tract bears S 45°00'30" E 6.02 feet.

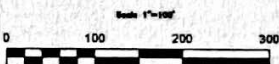
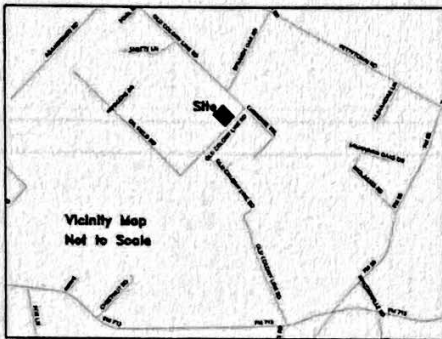
THENCE S 45°00'30" W with the SW line of the said 30.942 acre tract and the apparent NE line of the above mentioned Reitz; 16.000 acre tract 780.93 feet to a capped 1/2" iron pin found stamped "HINKLE SURVEYORS" used for basis of bearing in the West corner of the said 10.045 acre tract for the West corner this tract.

THENCE entering the said 30.942 acre tract and with the NW line of the said 10.045 acre tract for the following four (4) courses:
 (1) N 44°59'30" E 141.52 feet to a capped 1/2" iron pin found stamped "HINKLE SURVEYORS" for a reentrant corner this tract.
 (2) S 79°47'57" E 185.99 feet to a capped 1/2" iron pin found stamped "HINKLE SURVEYORS" for an E corner this tract.
 (3) N 04°58'55" E 211.93 feet to a capped 1/2" iron pin found stamped "HINKLE SURVEYORS" for an angle point this tract.
 (4) N 42°37'10" E 181.92 feet to a capped 1/2" iron pin found in the North corner of the said 10.045 acre tract and in the West corner of a tract of land called 10.001 acres and conveyed to OCL BEND LLC by deed recorded in Instrument #2023-000901 of the said Official Public Records for the North corner this tract.

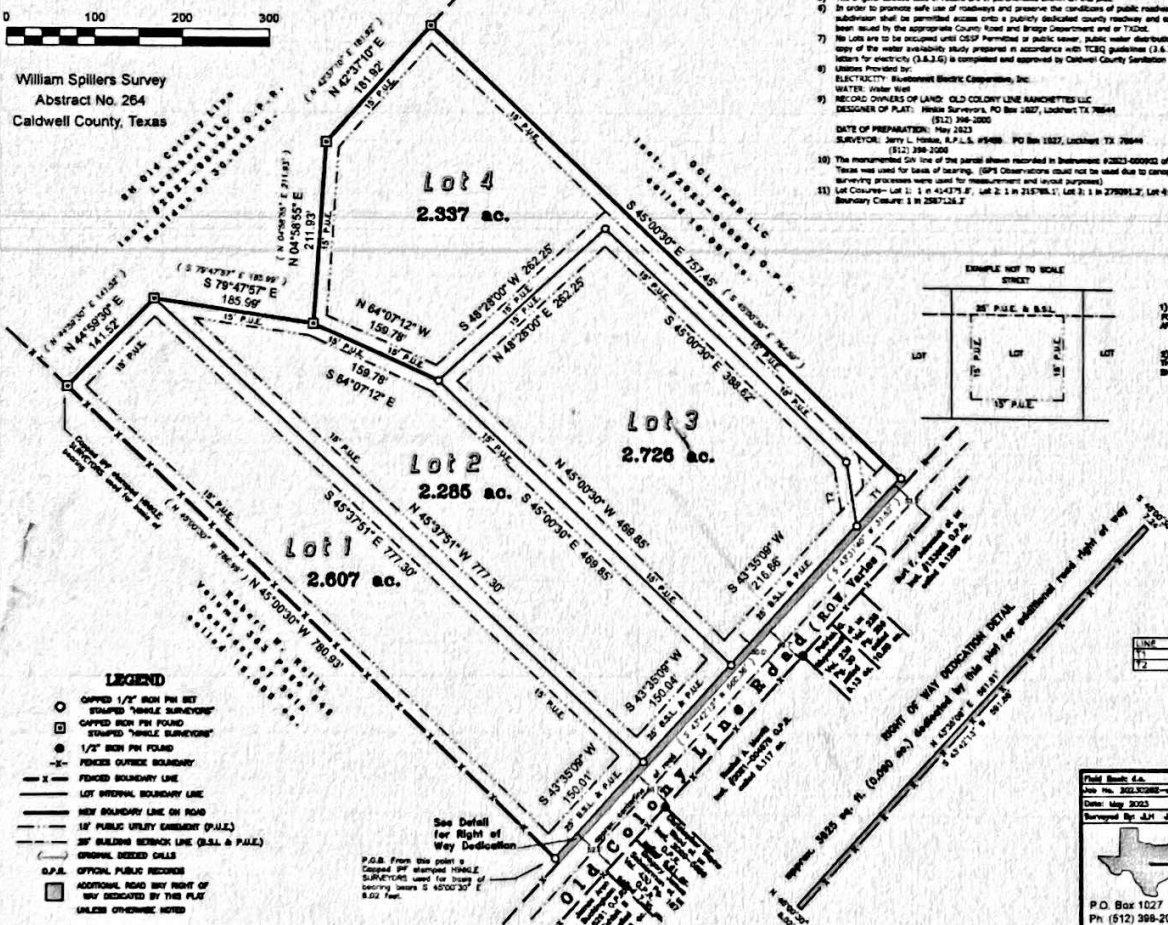
THENCE S 45°00'30" E with the NE line of the said 10.045 acre tract and the SW line of the above mentioned 10.001 acre tract 757.45 feet to a capped 1/2" iron pin set stamped "HINKLE SURVEYORS" in the newly dedicated NW line of Old Colony Line Road for the East corner this tract.

THENCE S 43°35'09" W with the newly dedicated NW line of Old Colony Line Road and over and across the said 10.045 acre tract 591.91 feet to the place of beginning containing 9.955 acres of land more or less.

EXHIBIT A



William Spillers Survey
Abstract No. 264
Caldwell County, Texas



- LEGEND**
- CAPPED 1/2" IRON PIN SET STAMPED "HINKLE SURVEYORS"
 - CAPPED IRON PIN FOUND STAMPED "HINKLE SURVEYORS"
 - 1/2" IRON PIN FOUND
 - - - - - FENCED BOUNDARY LINE
 - - - - - LOT BOUNDARY LINE
 - - - - - NEW BOUNDARY LINE ON ROAD
 - - - - - 18" PUBLIC UTILITY GROUND (P.U.G.)
 - - - - - 36" BUILDING SETBACK LINE (B.S.L. & P.U.G.)
 - - - - - ORIGINAL DEED CALLS
 - OFFICIAL PUBLIC RECORDS
 - ADDITIONAL ROAD WAY RIGHT OF WAY DEEDS BY THIS PLAT UNLESS OTHERWISE NOTED

STATE OF TEXAS
COUNTY OF CALDWELL

I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that this map or plat, with field notes shown herein, has been fully presented and approved by the Commissioners Court of Caldwell County, Texas on the 15 day of June, 2023 to be recorded in the Plat Records of Caldwell County, Texas.

Teresa Rodriguez
County Clerk

STATE OF TEXAS
COUNTY OF CALDWELL

I, Teresa Rodriguez, County Clerk in and for Caldwell County, Texas do hereby certify that the foregoing instrument with its certificates of authorization was filed for record in my office the 15 day of June, 2023 at 10:46 o'clock, A.M. and duly recorded on the 15 day of June, 2023, in the Plat Records of Caldwell County, Texas in Plat Cabinet D, at Slide 141.

Teresa Rodriguez
County Clerk
by Deputy
Lynette Hernandez

STATE OF TEXAS
COUNTY OF CALDWELL

We, the undersigned owners of the land shown on this plat recorded in Instrument #2023-000902 of the Official Public Records of Caldwell County, Texas and designated as COLONY BEND RANCHETTES in the William Spillers Survey A-264 in Caldwell County, Texas, do hereby dedicate to the use of the public forever, the streets and alleys shown herein, and further reserves to the public all easements for the mutual use of all public utilities desiring to use the same, that any public utility shall have the right to remove and keep removed all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further shall have full and uninterrupted access along such easements.

6/15/2023
DATE

Teresa S. Dallas
REPRESENTATIVE FOR
OLD COLONY LINE RANCHETTES LLC
3095 STRATFORD DRIVE
AUSTIN, TX 78746

STATE OF Texas
COUNTY OF Caldwell

This instrument was acknowledged before me on June 15, 2023 by Teresa S. Dallas
Representative for OLD COLONY LINE RANCHETTES LLC

STATE OF TEXAS
COUNTY OF CALDWELL

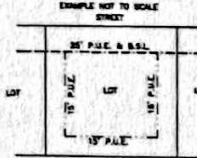
I, Jerry L. Hinkle, registered professional land surveyor, State of Texas, hereby certify that the plat is a true and correct representation of a survey made on the ground under my direct supervision and that all necessary monuments are correctly shown and correctly named and that the measurements of the Caldwell County Subdivision Ordinance is true and correct to the best of my knowledge.

IN WITNESS THEREOF, my hand and seal, this the 14 day of June 2023

Jerry L. Hinkle
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 11111
Exp. 08/31/2026

Jerry L. Hinkle
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 11111
Exp. 08/31/2026

- SUBDIVISION NOTES:**
- 1) The Lots shown in this field notes annex appropriate as shown and create no liability on the part of the surveyor and are based on from a deed insurance map map according to FEMA Flood INSURANCE POLICY effective date June 18, 2012. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain. WARNING: This Flood Statement, as Determined by a N.I.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP DOES NOT IMPLY that the Proponent or the improvements thereon will be Free From Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be Exceeded by Man-Made or Natural Causes.
 - 2) This Subdivision is located within the boundaries of the Lockhart Independent School District.
 - 3) This Subdivision is located within Caldwell County Precinct #2.
 - 4) This Subdivision is serviced by Horizon Volunteer Fire Department.
 - 5) The original deeded calls of record are in accordance shown on this plat.
 - 6) In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway and or State Highway unless a DRIVEWAY PERMIT has been issued by the appropriate County Road and Bridge Department and or TxDOT.
 - 7) No lots are to be occupied until CDEP Permitted or public water, public water distribution system or an approved septic water well with a copy of the water availability study prepared in accordance with TCEQ guidelines (3.6.3.D), and electric utility availability/wire to serve letters for electric (3.6.3.G) is completed and approved by Caldwell County Sanitation Department.
 - 8) Utilities Provided by:
ELECTRICITY: Substation Electric Cooperative, Inc.
WATER: Water Well
 - 9) RECORD OWNERS OF LAND: OLD COLONY LINE RANCHETTES LLC
DESIGNER OF PLAT: Hinkle Surveyors, P.O. Box 2027, Lockhart TX 78644
(512) 398-2000
 - DATE OF PREPARATION: May 2023
SURVEYOR: Jerry L. Hinkle, R.P.L.S. #5489. P.O. Box 1827, Lockhart TX 78644
(512) 398-2000
 - 10) The monumented On line of the parcels shown recorded in Instrument #2023-000902 of the Official Public Records of Caldwell County, Texas was used for basis of bearing. (GPS Observations could not be used due to canopy and roadblock issues only conventional surveying processes were used for measurement and social purposes)
 - 11) Lot Courses- Lot 1: 1 in 43473.7' E, Lot 2: 1 in 21576.1' E, Lot 3: 1 in 27999.2' E, Lot 4: 1 in 28772.4' E
Boundary Closure: 1 in 258723.7'



- NOTES:**
- 1) UNLESS SHOWN OTHERWISE HEREON THE FOLLOWING BUILDING SETBACK LINES SHALL APPLY:
FRONT STREET SIDE-30'
SIDE STREET SIDE-15'
REAR SIDE-15'
 - 2) UNLESS SHOWN OTHERWISE HEREON THE FOLLOWING PUBLIC UTILITY EASEMENTS SHALL APPLY:
FRONT STREET SIDE-30'
SIDE STREET-15'
REAR SIDE-15'

LINE TABLE

LINE	BEARING	DISTANCE
1	S 45°00'30" W	780.93'
2	N 04°58'55" E	211.93'

Field Book: 64
Job No. 2023-000902-01-0-040
Date: May 2023
Prepared By: J.L.H.

Drawn By: J.L.H.
Checked By: J.L.H.
Reviewed Date: August 08/2023

HINKLE SURVEYORS
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Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100889-00

FILED AND RECORDED

Instrument Number: 2023-005636 RESTRICTIONS AND COVENANTS

Filing and Recording Date: 09/06/2023 02:33:13 PM Pages: 10 Recording Fee: \$58.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Teresa Rodriguez

Teresa Rodriguez, County Clerk
Caldwell County, Texas

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