

**DECLARATIONS OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR ESPERANZA SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by Fry Homes, Inc. acting as "Developer".

WHEREAS, Developer is the owner of all of the property (i.e. all of the lots, tracts and parcels of land) which comprises Esperanza Subdivision, a subdivision in Uvalde County, Texas, according to the map or plat of record in                      Plat records Uvalde County, Texas; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community; and to this end, desires to subject said property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community;

NOW THEREFORE, Developer hereby declares that all of the property located in the subdivision described above 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 real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

1. "Architectural Control Committee" shall mean the committee created pursuant to Article III of this Declaration. The initial members shall be Luke A. Fry and Mark H. Fry.

2. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract Seller, but excluding those having such interest merely as security for the performance of an obligation.

3. "Property" shall mean and refer to all of Esperanza Subdivision including all of the designated lots therein, a subdivision located in Uvalde County, Texas, according to the map or plat of record in Slide                      Plat Records of Uvalde County, Texas.

4. "Lot" shall mean and refer to any of the lots shown upon the recorded subdivision map of the Property, including all improvements and easements thereon.

5. "Developer" shall mean and refer to Fry Homes, Inc. and their successors and assigns.

**ARTICLE II**  
**INSURANCE**

Insurance by Owners. Each Owner shall be responsible at his own expense and cost for fire and extended coverage insurance (a)- on his Lot and any improvements thereon, (b) on the contents of his own residence, and (c) on any of his personal property which may be stored elsewhere on the Property.

**ACTICLE III**  
**ARCHITECTURAL CONTROL COMMITTEE**

1. Members. The Architectural Control Committee shall consist of two members designated by the Developer until such time as seventy-five percent (75%) of the residential Lots have been sold and conveyed from Developer to Owners. Upon the sale of said number of residential Lots, the members of the Committee shall be designated by a majority vote of the Owners. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant.

2. Review by Committee. No improvements of any kind, including, but not limited to residences, accessory buildings, swimming pools, fences, walls, or any other improvement shall be constructed, placed or maintained upon any Lot and no alteration shall be made until (1) a complete copy of the plans and specifications for the improvement showing (a) the exterior design, height, and building material, and (b) the location of the improvement plotted horizontally and vertically, (2) a site plan showing the location of all present and planned improvements, including but not limited to, the residence, the driveway, and any fencing and walls, and (3) the name of the Builder, have been submitted to and approved in writing by the Architectural Control Committee, and a copy of all such plans and specifications as finally approved, has been deposited with the Architectural Control Committee.

3. Conformity. The Architectural Control Committee shall exercise its best judgment to see that the exterior design and location of all improvements, landscaping and alterations of Lots within the Property conform to and harmonize with the surrounding improvements, environment, topography and finish grade evaluations.

4. Variances from Restrictions. The Architectural Control Committee shall consider requests for variances from the restrictions contained in this Declaration and shall grant such requests for variances (1) if the Committee finds the requested variances to be desirable from the standpoint of balancing the needs of the applicant with the needs of the other Lot Owners; (2) the requested variances are generally consistent and harmonious with the remainder of the community; and (3) the requested variances do not adversely affect the value of another Lot.

5. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within ten (10) days after submission. In the event the Architectural Control Committee fails to take action within ten (10) days after plans or requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.

6. Written Records. The Architectural Control Committee shall maintain written records of (1) all applications and requests submitted to it and (2) of all actions taken.

7. Majority Vote. A majority vote of the Architectural Control Committee is required for approval of (1) proposed improvements, and (2) requests for variances.

8. Non-liability. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failures to approve or disapprove any such requests.

**ARTICLE IV  
RESTRICTIONS ON LOTS**

The following restrictions are imposed as a common scheme upon each Lot for the benefit of every other Lot, and may be enforced by any Owner.

1. Re-subdivision. Notwithstanding anything to the contrary herein, under no circumstances shall any re-subdivision be approved unless adequate utility easements are created.

2. Residential Use. Each Lot shall be used for single-family residential purposes only and no part of any Lot shall be used for any business or commercial purpose, however, a home office incidental to a Lot Owner's business may be maintained within the Owner's residence.

3. Single Family Dwellings. No more than one single-family dwelling shall be erected on a Lot. Guesthouses are allowed limited to 750 square feet & limited to one bathroom. Lot owners may construct the guesthouse first, but in no case shall the total construction time for building guesthouse, main house & garage last longer than 12 months from start of construction. This provision applies to all construction except barns, outbuildings, fences, etc.

4. Size and Construction of Residences. Each permanent residence constructed on a Lot shall have a living area of no less than one thousand eight hundred (1,800) square feet of cooled and heated space exclusive of garages, and porches. Two story homes must have at least one thousand (1,000) square feet on the bottom floor. Separate. garage buildings, storage facilities, servants' quarters and guesthouses shall be of all new material and shall be of equivalent and harmonious construction, design and color to the main Residence. All residences must have a minimum of a two-car garage either attached or detached. All construction shall have the prior written approval of the Architectural Control Committee.

5. Masonry Requirements. Each house must have fifty percent (50%) masonry. Masonry shall mean Brick, Rock, Stone, Stucco or any other masonry material approved by the Architectural Control Committee.

6. Set Back. All improvements, except fences, shall be set back a minimum of twenty five (25) feet from the front property line or fifteen (15) feet on the radius of the knuckles from the front property line (as shown on the plat) adjacent to the street and six (6) feet from the side and rear property lines. No improvement shall be placed or permitted to remain in this reserved setback area. For the purpose of this covenant, eaves, steps, and open porches shall not be considered improvements. Within designated easements, no improvements shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities.

7. Restriction on Trailers and Mobile and Manufactured Homes. No residence trailers or mobile homes shall be allowed on any Lot. No old houses shall be moved in, and no prefabricated homes or manufactured homes shall be allowed on any Lot. Used lumber may be used for construction only with prior written consent of the Architectural Control Committee is obtained.

8. No Septic Tanks. No Septic tanks will be allowed. All homes will be connected to the city sewer system.

9. Drainage Structures. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

10. Toxic Substances. The Architectural Control Committee shall have the right to forbid or impose restrictions on the storage and application of toxic substances, including, but not limited to, herbicides, pesticides, etc., which are or might be unsafe or hazardous to any person, property or the environment.

11. Outside Toilets. No outside toilets shall be permitted on any lot, with the exception of portable toilets during construction.

12. Animals. The following animals may be kept or maintained on any Lot: ordinary household pets.

13. Fences. Fences should be maintained and kept in good order. All fencing to be approved by the Architectural Control Committee. No chain link fences shall be allowed on any Lot or residence.

14. Nuisance. No part of any Lot shall be used (1) for the sale, display, or storage of junk, or used automobiles, or (2) for any activity that shall constitute a public or private nuisance. The Owner of any Lot shall not use or allow the use of such Lot or any building or structure thereon for any purpose which will be noxious, offensive, or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust gases, fumes or other such material or which will in any manner violate any zoning or other regulations or laws of Uvalde County, The State of Texas or the United States of America.

15. Annoyance. No activity shall be carried on upon any Lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood, even though such activity may be in the nature of a hobby and not carried on for profit.

16. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise there from so as to render such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. The Architectural Control Committee may control the location and type of refuse, garbage, and trash containers. No junk or wrecking yards shall be located on any Lot. Material of any kind, which is stored on, a Lot shall be arranged in an orderly manner, shall be properly covered and shall be allowed only so long as the Architectural Control Committee in its best and sole judgment deems such storage to be in the best interest of the Property, and not as detriment to the value of it and other property in the section.

17. Vehicles, Unsightly Articles, Screening of Certain Items. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining Lots or property or public or private streets. Without limiting the generality of the foregoing, trailers, recreational vehicles, trucks (other than pickups), boats, motorcycles, motor scooter, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view; and no repair or maintenance work shall be done only on the foregoing, or on any automobile (other than minor emergency repairs, except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

18. Trucks and Machinery. No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks shall be parked on any Lot at any time except temporarily while such vehicles are being used in the construction of improvements on such Lots.

19. Vehicle Parking. Properly parked vehicles may be parked upon the roads or rights-of-way within the Property.

20. Signs. No new signs of any kind shall be displayed for public view on any Lot except one(1) professional sign of not more than twenty-five square feet in area, which advertises their Lot for sale or rent. All merchandising, advertising, and sales programs within the subdivision shall be subject to approval by Developer and shall be in conformity with the general marketing plan of the subdivision.

21. Explosives and Fires. No explosives shall be discharged on any Lot. No open fires shall be lighted or permitted on the Property except (a) in a contained barbecue unit while attended and in use for cooking purposes or (b) in a contained and controlled area while attended or (c) within a safe and well-designated interior fireplace.

22. Non-Discrimination. No action shall at any time by the Architectural Control Committee, which *in* any manner would discriminate against any Owner or Owners in favor of the other Owners.

**ARTICLE V  
MAINTENANCE AND REPAIRS**

1. Maintenance by Owner. The Owner shall maintain and keep in repair the following: gutters, and down spouts, if any, exterior building surfaces, fences, trees, shrubs, grass, landscaping, walks, glass surfaces, window and door fixtures, light fixtures, including the cutting of grass, brush and weeds in the right of way. An Owner shall not do any act or perform any work, which will impair any easement. Nor shall an Owner do any act, perform any work or allow any condition to exist, which will adversely affect any other residences or their Owners.

**ARTICLE VI  
EASEMENTS**

1. Construction Easements. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of it so long as it stands shall and does exist.

2. Utility and Emergency Easements. No sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Architectural Control Committee as recorded and amended in the Deed Records. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer shall have the right to grant such easement on said Property without conflicting with the terms hereof.

**ARTICLE VII  
GENERAL PROVISIONS**

1. Enforcement. The Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now and hereafter imposed by the provisions of this Declaration; and to recover reasonable attorney's fees and other expenses incurred in such enforcement. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

2. Conveyances Subject To. Conveyance of each Lot and tract contained in the Property shall be made subject to each and every valid and existing mineral and/or royalty reservation, right of way, easement condition, exception, restriction and covenant of whatsoever nature of record whether or not the same is expressly stated or contained in a deed or deeds conveying such Lots or tract.

3. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and bind the land until December 31, 2030, after which time they shall be automatically extended for successive periods of ten (10) years unless the record Owners of a majority of the Lots cancel the same, through a duly recorded written instrument. This Declaration may be amended during the term hereof or during any extension period by an instrument signed by the Owners of not less than three-fourths (3/4) of the Lots in the subdivision; provided, however, that the Developer, its successors or assigns reserves the right to alter and amend this Declaration to promote aesthetic development and to avoid hardship. To be valid, any such amendment must be recorded.

4. Amendments. The Architectural Control Committee shall have the right to amend these declarations of covenants conditions and restrictions\_ To be valid, any such amendment must be recorded.

5. Roads. The roads and the right a ways as described in the recorded plat of Esperanza Subdivision are dedicated for public use.

Executed this First day of May, 2020.

Developer:

Fry Homes, Inc.  
1601 E FM 2369  
Uvalde TX 78801

\_\_\_\_\_  
Mark H. Fry

\_\_\_\_\_  
Luke A. Fry

STATE OF TEXAS  
COUNTY OF UVALDE

This instrument was acknowledged before me on the \_\_\_\_ day of May, 2020.  
By Mark H. Fry and Luke A. Fry.

\_\_\_\_\_  
Notary in and for the State of Texas.  
My Commission expires: