

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL BY THESE PRESENTS:

WHEREAS, LOVED HOMES OF VOLENTE, LLC, hereinafter referred to as Declarant, is the owner of Lots 1, 2, 3, 4, 5 and 10 in NICHOLSON’S LAKE TRAVIS SUBDIVISION NO. 1, a subdivision in Travis County, Texas, according to the plat of record as in Volume 82, Page 320, Plat Records of Travis County, Texas, hereinafter referred to as the Property;

WHEREAS, Declarant intends that the Property be a quality commercial development and that the Property be subject to the covenants, conditions, and restrictions set forth in this Declaration.

NOW, THEREFORE, Declarant adopts, establishes and imposes the following covenants, conditions, and restrictions (“CCRs”) upon the Property and declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all such covenants, conditions and restrictions.

Section 1 **GENERAL RESTRICTION.** Lots 3, 4 and 5 shall be used solely for the uses authorized under the C-1 zoning district in the Village of Volente zoning ordinance. Lots 1, 2, and 10 shall be used solely for the uses authorized under these CCRs.

Section 2 **MAXIMUM HEIGHT AND FLOORS OF STRUCTURES.** No structure on the Property shall be greater than two (2) stories nor greater than thirty-five (35) feet.

Section 3 **REPLATTING OF LOTS.** All of the lots in the Property can be replatted as one lot provided all of the Property has one zoning classification. For so long as lots 3, 4 and 5 are zoned C-1 and Lots 1, 2 and 10 are zoned C-2, Lots 3, 4 and 5 can be replatted as one lot and Lots 1, 2 and 10 can be replatted as one lot.

Section 4 **USES AUTHORIZED FOR LOT 1, NICHOLSON’S LAKE TRAVIS SUBDIVISION NO. 1.** The land currently contained in Lot 1 shall have all of the following uses: (1) A coffee shop with possible wine and beer sales; (2) The existing storage warehouse facilities; (3) A pad site for a property management office; and, (4) Parking as required by the Village of Volente Zoning Ordinance.

- Section 5 **USES AUTHORIZED FOR LOT 2, NICHOLSON'S LAKE TRAVIS SUBDIVISION.** The land currently contained in Lot 1 shall have all of the following uses: (1) A restaurant with alcohol sales; (2) A convenience grocery store; and (3) Parking as required by the Village of Volente Zoning Ordinance.
- Section 6 **USES AUTHORIZED FOR LOT 10, NICHOLSON'S LAKE TRAVIS SUBDIVISION.** The land currently contained in Lot 10 shall have all of the following uses: (1) Storm Water detention, retention and water quality ponds; (2) septic tanks and water wells; (3) Drainage facilities; and, (4) any easements required by the Village of Volente ordinances.
- Section 7 **NUISANCES.** The land and improvements located on each lot shall not be used in a manner that disturbs the occupants of the adjoining properties, or which causes a nuisance or violates any governmental law, ordinance or regulation regulating activities on the Property, including but not limited to noise, odors, fumes, dust, water, and wastewater. No rubbish or debris of any kind, including but not limited to weeds, dead trees, used construction materials, junk vehicles, or inoperable appliances, shall be placed or permitted to accumulate upon or adjacent to any lot so as to render any such property or portion thereof unsanitary, unsightly, offensive, or detrimental to any adjoining properties.
- Section 8 **PONDS AND STANDING WATER.** No ponds or bodies of standing water are permitted on any of the lots. Fountains with circulating or flowing water may be permitted.
- Section 9 **ANTENNAS AND SIGNALS.** No antenna or other device for the transmission of television or radio signals, or other similar devices shall be erected, used or maintained on any lot, whether freestanding or attached to a building or structure, except to deliver transmission service to the structure located on the lot. The height and location of the antennas and other signals shall be approved by the Village of Volente to ensure that the antennas and other signals do not unreasonably interfere with the views from nearby properties.
- Section 10 **TEMPORARY STRUCTURES.** Temporary buildings or structures used during the construction, repair and/or remodeling of a structure on any lot shall be removed immediately upon completion of construction.
- Section 11 **MOBILE HOMES, TRAILERS, BOATS, AND MOTOR VEHICLES.** No mobile home, trailer of any kind, truck camper, boat or inoperable motor vehicle of any type, including motorcycles, shall be kept, placed, maintained, constructed or repaired upon any lot..

- Section 12 **REPAIR OF BUILDINGS.** No building or structure upon any lot shall be permitted to fall into disrepair, and each building and structure shall at all times be kept in good condition and repair, be adequately painted or otherwise finished,.
- Section 13 **SIGNS.** No signs of any kind which are visible from neighboring properties shall be erected or maintained on any lot except: (a) such signs as may be required by law, (b) a sign identifying the occupant of a structure, (c) during the time of construction of improvements on the lot, one job identification sign of reasonable size, and (d) signs providing for parking directions or safety warnings.
- Section 14 **LIGHTING.** No lighting or illumination shall be placed upon any lot, which causes any significant increase in illumination or glare on any adjoining lot. All lights shall be shielded to direct the illumination downward.
- Section 15 **ENFORCEMENT.** The Declarant agrees that these restrictions inure to the benefit of the Village of Volente. These restrictions can be enforced by the Developer, the Village of Volente and any owner of a lot in the Property. Enforcement of these Restrictions, including the remedy of injunctive relief, shall be by a lawsuit in the District Court of Travis County, Texas. The prevailing party shall be entitled to recover its monetary damages, reasonable attorney’s fees and court costs.
- Section 16 **INDEMNIFICATION.** The Declarant agrees to defend, indemnify and hold harmless the Village of Volente from and against all claims or liabilities arising out of the provisions of these CCRs.
- Section 17 **TERM AND AMENDMENT:** These restrictions shall be effective for a period of twenty years from the date these restrictions are imposed. They will automatically be extended for additional twenty-year terms unless terminated in writing by a 75% majority of lot owners and the written consent of the Village of Volente. These restrictions may be amended from time to time by written amendment(s) filed of record in the Deed Records of Travis County, Texas, which have been approved by a 75% majority of the lot owners in the subdivision and the Village of Volente. These restrictions can be terminated at any time by the written consent of all the Owners of the lot(s) in the Property and the Village Council of the Village of Volente.
- Section 17 **SEVERABILITY:** If any part or provision of these Restrictive Covenants shall be declared invalid by judgment or court order, the same shall not affect any of the other provisions of these Restrictive Covenants, and such remaining provisions shall remain in full force and effect.

Section 18 **WAIVER AND ESTOPPEL:** The failure at any time to enforce these Restrictive Covenants, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to enforce such restrictive covenants in the future.

Section 19 **BINDING EFFECT:** The restrictive covenants and use limitations herein provided are covenants running with the land and shall be fully binding upon all persons renting, leasing, visiting and using the lots, and all persons owning any interest in the lot whether acquired by purchase, inheritance, gift or foreclosure.

Signed effective this _____ day of _____, 2017.

LOVED HOMES OF VOLENTE, LLC,

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was sworn to, subscribed and acknowledged before me, the undersigned authority by _____ on this the _____ day of _____, 2017.

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

LOVED HOMES OF VOLENTE, LLC
1125 Byers Lane
Austin, TX 78752

SCANLAN, BUCKLE & YOUNG, P.C.
602 W. 11th Street
Austin, TX 78701