

**AMENDMENT 1**

**DECLARATION OF RESTRICTIVE COVENANTS OF THE  
COUNTRY RESERVE SUBDIVISION**

**STATE OF TEXAS** §  
**COUNTY OF FAYETTE** §

Basic Information

Date: March 28, 2024

Declarant: Titan Financing Group, LLC, a Texas limited liability company

Declarant's Address: 1314 Primrose Lane, Weimar, Texas 78962

Property: County Reserve Subdivision, Fayette County, Texas, being more particularly described as that certain 24.174-acre tract situated in the Kesiah Crier Survey, A-38, in Fayette County, Texas, being that same tract described as 24.175 acres in a deed from Robert Kuehn, *et ux.*, to Titan Financing Group, LLC, dated October 7, 2022, and recorded in Volume 2068, Page 258, of the Official Records of Fayette County, Texas.

1. Definitions

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

1.02. "Declarant" means Titan Financing Group, LLC, a Texas limited liability company, 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.

1.03. "Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

1.04. "Lot" means each tract of land designated as a lot on the Plat, which lots may be referred to individually according to their designated number on the Plat (for instance, "Lot 1" or "Lot 11").

1.05. "Owner" means every record Owner of a fee interest in a Lot.

1.06. "Plat" means the Plat of the Property recorded as Instrument #23-02324, in Volume 3, Page 345, of the real property records of Fayette County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

1.07. "Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

1.08. "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.

1.09. "Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

1.10. "Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

1.11. "Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## 2. Imposition of Covenants

2.01. 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 is subject to the Covenants.

2.02. 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.

2.03. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

## 3. Plat and Easements

3.01. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

3.02. 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 an Easement.

3.03. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

3.04. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

## 4. Use and Activities

4.01. Permitted Uses. A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

**4.02. Prohibited Activities.** No prohibited activities may take place within the Subdivision. Prohibited activities are—

- (a) any activity that is otherwise prohibited by this Declaration;
- (b) any keeping or raising of swine, except for an FFA-show class animal;
- (c) any commercial or professional activity, including short-term rental, bed-and-breakfast, and any retail or service business supported by walk-in customers, except reasonable home-office use;
- (d) the renting of a portion of a Residence or Structure for less than 180 days;
- (e) installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot; and
- (f) stacking or storage of cars, equipment, or other personal property that is visible from another Lot or from a roadway or street.

## 5. Construction and Maintenance Standards

**5.01. Required Area.** The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,500 square feet.

**5.02. Exterior Walls.** All Residences must have at least 25% of their exterior walls constructed of masonry materials, including exposed foundation but minus windows and doors. Board and Batten vertical siding counts as masonry materials.

**5.03. Consolidation of Lots.** An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

**5.04. Subdivision Prohibited.** No Lot may be further subdivided.

**5.05. Setbacks; Location on Lot.** Any Residence or Structure built on a Lot must observe front and rear setbacks of no less than 100 feet. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. Despite the foregoing, Lot 5, Lot 6, and Lot 7 must observe front setbacks of no less than 75 feet. Despite the foregoing, Lot 4 and Lot 8 must observe front setbacks of no less than 100 feet from the linear portion of Country View Lane, and no less than 75 feet from the curvature (cul-de-sac) of Country View Lane.

**5.06. Drainage.** Drainage pipes for driveways shall be constructed of corrugated metal pipe, 15" to 18" in size as called out by the engineer for each Lot.

## 6. General Provisions

**6.01. Term.** This Declaration runs with the land and is binding in perpetuity.

**6.02. No Waiver.** Failure by an Owner to enforce this Declaration is not a waiver.

6.03. Corrections. Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect the vested property right of any Owner.

6.04. Amendment. This Declaration may be amended at any time by the affirmative vote of 75% percent of the Owners.

6.05. 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.

6.06. 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.

6.07. Annexation of Additional Property. On written approval of Declarant and not less than 75% percent of the Owners, the owner of any property outside the Plat who desires to subject such property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on such property.

6.08. Presuit 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.

6.09. Association. The Owners of 75% of Lots in the Subdivision may authorize the formation of an association of Owners ("Association") by signing and acknowledging a statement containing (a) the proposed Association's name and type of entity and (b) the names and addresses of the initial directors. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, "Governing Documents").

6.10. If an Association is formed, every Owner will be a member and agrees to comply with the Governing Documents with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. If more than one person is an Owner of a Lot, only one vote may be cast for the Lot. The Association will have the powers of a Texas nonprofit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any common areas. An assessment is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor's lien on each Lot, and the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The bylaws or the rules of the

Association establish when assessments are due, how assessment amounts may be changed, and the Association's rights to collect assessments. Regular assessments will be based on the size of each Lot, rounded to the nearest one-tenth of an acre. The bylaws and rules may also specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Governing Documents; and assess an Owner for attorney's fees and costs arising out of enforcement actions, foreclosure of the Association's lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Governing Documents.

*Signature and notary acknowledgement on following page.*

TITAN FINANCING GROUP, LLC,  
a Texas limited liability company

BY:

  
Devyn Vanicek Manager

Davey Vanicek, Manager

## ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF FAYETTE

Before me on this day personally appeared Davey Vanicek, Manager of Titan Financing Group, LLC, a Texas limited liability company, known or proved to me to be the person whose name is subscribed to the foregoing instrument on behalf of said entity for the purposes therein stated.

Given under my hand and seal of office on this 2 day of April, 2023,  
2024

Angela Marek  
Notary Public, State of Texas



**After recording, please return to:**

Titan Financing Group, LLC  
c/o Davey Vanicek  
1314 Primrose Lane  
Weimar, TX 78962

4/3/2024 3:02:15 PM

STATE OF TEXAS COUNTY OF FAYETTE  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the OFFICIAL RECORDS  
of Fayette County, Texas as stamped hereon above time.

BRENDA FIETSAM, COUNTY CLERK

Stamp: 6 Page(s)



#### DECLARATION OF RESTRICTIVE COVENANTS

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