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Covenants, Conditions, and Restrictions
Bria Bend Subdivision

Date: _____, 2021

Declarant: KAL EL, LLC, a Texas limited liability company.

Declarant's Address: 133 North Friendswood Drive #202, Friendswood, TX 77546

Property: That certain 123 acres of land, more or less, lying and being situated in Burleson County, Texas and being more particularly described in the attached Exhibit "A."

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration and any amendment to the Declaration as provided below in Paragraph E (4).

"Declarant" means KAL EL, LLC, a Texas limited liability company, and any purchaser, successor, or assign that acquires all unimproved Lots owned by Declarant for development. Declarant will name any successor in a recorded document evidencing the purchase and identifying the unimproved Lots.

"Development Period" means the period beginning on the date of this Declaration and ending on the date when Declarant owns no Lots.

"Easements" means easements within the Property for utilities, drainage, access, 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, life estate, or remainder interest in a Lot.

"Plat" means the Plat of the Property recorded in Instrument Number 2021-1250 of the Official Records of Burleson County, Texas, and any replat of or amendment to the Plat.

"Residence" means a detached building designed for and used as a Single Family dwelling and constructed on a Lot or Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage. Unrelated roommates not exceeding the number of bedrooms in a Residence constitute a single-family under this paragraph.

"Structure" means any improvements on a Lot (other than a Residence), including a fence, wall, guest house, swimming pool, outbuilding, shop, barn, or similar improvement.

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

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"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled or tracked vehicle.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and the other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lots agree that the Subdivision is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the land within the Bria Bend 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 agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat, Easements, and Setbacks

1. *Incorporation by Reference.* The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
2. *Utility Easements*. Utility Easements provided for each Lot's survey, and as shown on the Plat for installation and maintenance of utilities are dedicated to the Public. No utility company, water district, or other authorized entity using these Easements shall be liable for any damage done to other property of the Owner situated in the Easement. Right of use for ingress and egress shall be available at all times over any dedicated Easement for the purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such Easement that would interfere with the installation, maintenance, operation or removal of such utility.
3. *Use of Utility Easement Areas.* Subject to the terms of any recorded easement, for utilities or water, 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.
4. *Setbacks*. No Residence or Structure shall be located on any Lot within twenty-five (25) feet from the front Lot line or nearer than ten (10) feet to a side Lot line and twenty-five (25) feet from the rear Lot line. Further, no vehicle, building, shed, animal cage, garden, or any other Structure may be stored in, parked on, or otherwise located within the setbacks established in this paragraph and the Plat.

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C. Use and Activities

1. *Single Family Residential, Agricultural or Recreational Use Permitted*. Owners may use the Property for single-family residential, agricultural, or recreational purposes conforming with other applicable covenants, conditions, and restrictions.
2. *Permitted Use*. Owners may construct one Residence for use by a Single Family on any Lot.
3. *Business Use Prohibited*. Whether for-profit or not, no business nor business activity shall be permitted in any Residence or on any Lot, except that an Owner or occupant may conduct business activities that are merely incidental to the Owner's residential use within a Residence. The Owner's incidental use may continue so long as (a) the existence or operation of the business activity is not apparent by sight, sound, or smell from outside the Residence; (b) the business activity conforms with other applicable covenants.
4. *Rubbish*. Trash and garbage shall be kept in proper receptacles.
5. *Sewage Disposal*. Any sewage disposal system must be designed, located, and constructed in compliance with state or county entities' requirements and standards.
6. *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 open storage of –
        i. building materials except during the construction or renovation of a Residence or Structure;
        ii. unsightly objects unless completely shielded by a structure;
    f. any keeping or operation of commercial dog kennels;
    g. any keeping or operation of commercial chicken/swine houses or related poultry/swine business;
    h. any commercial operation of a business or profession, excluding reasonable home office use of Residence;
    i. installing, keeping, or storing a mobile home, modular home, manufactured home, or similar offsite prefabricated or manufactured housing on a Lot;
    j. storage of one (1) motor home or recreational vehicle (RV) is permitted on the Owner's Lot once construction of the Residence has begun or upon completion of a Structure used to store motor home or RV. The temporary use of a motor home/RV is permissible by lot owners for recreational purposes not to exceed 45 days per calendar year, and is permitted 60 days before and during the Residence construction unless stored in a Structure. Sewage must be disposed of offsite or into a septic system.

D. Construction and Maintenance Standards

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1. *Lots.* The following construction standards apply to Lots.
    a. *Subdivision Prohibited*. No Owner may further subdivide a Lot.
    b. *Maintenance*. Each Owner must keep the Lot, Residence, and all Structures in a well-maintained and orderly condition and shall in no event permit the accumulation of garbage, junk vehicles, trash, or rubbish of any kind thereon.
    c. *Reasonable Construction Period*. All Residential structure improvements, including but not limited to Residence, driveways, mailboxes, septic system, and water wells, must be completed within eighteen months from the date the slab or foundation is poured or installed. All non-residential or "out building" structures construction must end within nine months of the date on which the Structure's construction begins.
    d. *Drainage*. Each Owner shall maintain and keep clean the drainage ways and culverts located on a Lot.
2. *Residences and Structures.* The following construction standards apply to Residences and Structures.
    a. *Required Area*. The total area of a Residence, exclusive of porches, garages, or carports, must be 1,200 square feet or greater.
    b. *Frontage Fences*. Four Board Fencing Fronting County Road 406 for Property owners of Lot 1 through 6 are defined and referred to as "Frontage Fence." Frontage Fences will be covered with clear protectant stain unless the Owners of Lot 1 through Lot 6 were to join in a mutual written agreement to alter the color or finish of the paint or stain to maintain continuity of color and finish to the CR 406 Frontage fence.
    c. *Perimeter Fencing*. All other fencings that may front private or other County maintained roadways will be defined and categorized as Perimeter Fencing. Proper perimeter fencing will consist of: (1) five to seven-wire barbed-wire, or (2) net or smooth wire field fencing, or (3) smooth wire horse fencing to include four-board rail fencing.
    d. *Four Rail Fencing Construction Requirements*: Owners will use a 4" x 6" treated post on the centerline every eight feet. Each post secured with concrete in the ground, using a minimum of 120 lbs of concrete with four 2" x 6" treated wood, four board running boards, and 2" x 6" treated top rail.
    e. *Guest House*. Only one Structure other than the Residence can have any type of living facility, limited to 1000 square feet of living space. Such guest quarters created an amenity of the Residence and in no way constitute another Residence.
    f. *Air Conditioning.* No Owner will use *w*indow or removable air conditioners in a Residence or other Structure.

E. General Provisions

1. *Enforcement and Waiver*. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or equity, all easements, and Covenants imposed by this

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Declaration. Failure to enforce any Covenant shall not be deemed a waiver of the right of enforcement either concerning the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. The Declarant shall have no liability for such enforcement or non-enforcement.

2. *Term*. This Declaration runs with the land and is binding for a term of ten (10) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within six (6) months before the end of a term, sixty-seven (67%) percent of the Owners vote not to extend the term. Each Lot has one vote.
3. *Corrections*. The 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*. During the Development Period, this Declaration may be amended only by the Declarant. After that, this Declaration may otherwise be amended at any time by the affirmative vote of sixty-seven percent (67%) of the Lot Owners. Each Lot has one vote. An instrument containing the approved amendment will be signed by the Lot Owners in favor of the amendment and recorded in the Official Public Records of Burleson County, Texas. Owners will be provided with a copy of the amendment after adoption.
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 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. *Pre-suit Mediation.* If a dispute arises out of or relates to this Declaration or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, using an agreed-upon mediator. If the parties cannot agree to a mediator, then the mediation will be administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or other dispute resolution procedure.
8. *Covenants Running with the Land:* These restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the 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.
9. *Subordination.* No breach of the covenants or other restrictions in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value on the above-described Property or any parcel in it; provided, however, that

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such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

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

Kal-El, LLC,
a Texas limited liability company

By_____
Name: Brodrick Norman
Title: Manager

STATE OF TEXAS

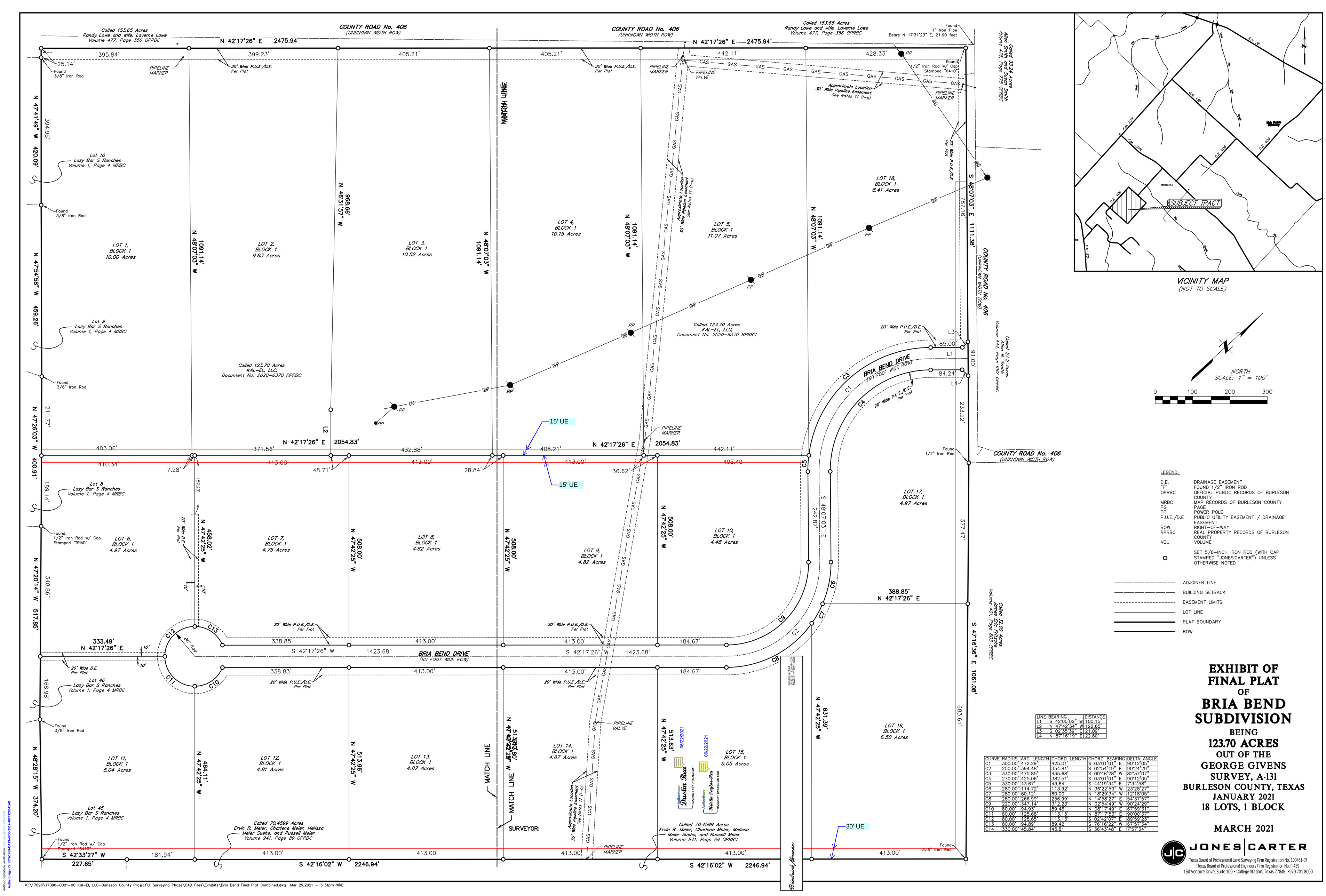
COUNTY OF _____

This instrument was acknowledged before me on _____ _____, 2021, by Brodrick Norman, as Manager of Kal-El, LLC, a Texas limited liability company, on behalf of said entity.

_____
Notary Public in and for
The State of Texas

After Recording, return to:

Kal-El, LLC
133 North Friendswood Drive #202
Friendswood, TX 77546



LINE	BEARING	DISTANCE
L1	S 42°05'02" W	100.15'
L2	N 47°42'34" W	122.65'
L3	S 02°35'39" E	21.09'
L4	N 87°16'19" E	22.80'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	472.29'	425.01'	S 03°01'01" E	90°12'05"
C2	250.00'	394.48'	354.81'	S 02°54'49" E	90°24'29"
C3	330.00'	475.85'	435.68'	S 00°46'28" W	82°37'07"
C4	270.00'	425.06'	382.51'	S 03°01'01" E	90°12'05"
C5	330.00'	43.67'	43.64'	S 44°19'34" E	7°34'58"
C6	280.00'	114.72'	113.92'	N 36°22'50" W	23°28'27"
C7	280.00'	60.12'	60.00'	N 18°29'34" W	12°18'05"
C8	280.00'	266.99'	256.99'	N 14°58'27" E	54°37'57"
C9	220.00'	347.14'	312.23'	N 02°54'49" W	90°24'29"
C10	80.00'	94.93'	89.46'	N 08°17'49" E	67°59'31"
C11	80.00'	125.68'	113.15'	N 87°17'53" E	90°00'37"
C12	80.00'	125.65'	113.13'	S 02°42'07" E	89°59'23"
C13	80.00'	94.89'	89.42'	S 76°16'22" W	67°57'34"
C14	330.00'	45.84'	45.81'	S 36°43'48" E	7°57'34"

EXHIBIT OF FINAL PLAT OF BRIA BEND SUBDIVISION

BEING 123.70 ACRES OUT OF THE GEORGE GIVENS SURVEY, A-131 BURLESON COUNTY, TEXAS

JANUARY 2021

18 LOTS, 1 BLOCK

MARCH 2021

JONES|CARTER
Texas Board of Professional Land Surveying Firm Registration No. 100461-07
Texas Board of Professional Engineers Firm Registration No. F-439
150 Venture Drive, Suite 100 • College Station, Texas 77845 •979.731.8000

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