

Declaration of Covenants, Conditions, Easements & Restrictions
of the
Round Top Compound, LLC

Date: March 1, 2018

Declarant: Round Top Compound LLC aka The Compound

Subdivision: Round Top Compound LLC aka The Compound

Subdivider/Developer: Round Top Compound LLC aka The Compound

Declarant's Address: 2550 S. State Highway 237, Round Top, TX. 78954

Property: 2550 S. State Highway 237, Round Top, TX. 78954 (See attached Exhibit A)

Round Top Compound LLC, (hereinafter the "Declarant"), aka The Compound, being the owner of the legal and equitable title in and to the following described real property lying and being situated in the County of Fayette and the State of Texas and being more particularly described In Exhibit A and attached plat as Exhibit B as follows, to-wit: **That certain tract or parcel of land containing 57.40 acres, more or less, in the John Shaw League, A-92, Fayette County, Texas, ore particularly described on Exhibit "A" attached hereto and made a part hereof..**

Legal Description

Declarant does hereby declare and impose upon Tract 1, Tract 2 and Tract 3, the following covenants, conditions, easements, and restrictions for the purpose of carrying out a uniform plan for the development of a quality commercial development dedicated to retail sales of vetted antiques and art. The covenants, conditions, easements, and restrictions of this declaration (hereinafter the "Declaration") shall apply to and become a part of all legal instruments whereby title or possession to any tract in the Subdivision is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above-described property or any portion thereof, their heirs, executors, administrators, successors, and assigns. Declarant also reserves for future development a sixteen (~16+) acre tract for residential/commercial use or as Declarant/Subdivider/Developer may determine at its sole discretion reflected on the attached plat.

Definitions

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

"Declarant" means Round Top Compound LLC, a Texas limited liability company and any successor for the purpose of development and is named as successor in a recorded document.

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

"Lot" means Tract 1, Tract 2 and/or Tract 3 as designated as such on the Plat.

"Owner" means every record Owner of a fee interest in Tracts 1, 2, and 3.

"Plat" means the Plat of the Property recorded in **[recording data]** of the real property records of Fayette County, Texas, and any re-plat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a non-detached living space within a primary retail structure designed for and used as a dwelling for a period of time not to exceed one hundred eighty (180) days per calendar year.

"Structure" means any improvement on a Lot (other than a Residence which is prohibited), including a fence, wall, outbuilding, or courtyard. Tennis courts and swimming pools are not considered structures and are prohibited.

"Subdivision" means the Property Tracts 1, 2, and 3, covered by the Plat.

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

Clauses and Covenants

A. Imposition of Covenants

1. 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. 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.

3. Each Owner and occupant of Tracts 1, 2 and 3, agrees to comply with this Declaration and agrees that failure to comply may subject the tract owner to a fine, damages, or injunctive relief.

B. Plat and Easements

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

2. An Owner may use that portion of a Lot lying in an Easement, (pipeline, utility or otherwise), 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. Neither Declarant, Subdivider/Developer nor any Easement holder are liable for damage to landscaping or a Structure in an Easement.

4. Declarant, Subdivider, Developer and each Easement holder may install, maintain, and connect facilities in the Easements.

5. Easements: Easements are hereby reserved and dedicated over and across a 16-foot strip along Highway 237, 15 feet along each side tract line, and 15 feet along the rear tract line, for the purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage and/or any other similar utility lines, facilities, and services for the tracts in the Subdivision. The easements reserved and dedicated hereby shall be for the general benefit of the Subdivision. These easements shall inure to the benefit of, and may be used by, any public or private company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such companies. Any tract owner installing a fence or other improvement within the area encumbered by the easement does so at his own risk. If two or more tracts are owned by one owner and wish to be consolidated into a single building site, then these easement provisions and the setback provisions in paragraph 6.0 shall be applied to such resultant building site as if it were one original platted tract and no easements or setback lines will exist along the common tract line.

6. Setback Requirements for Tracts 1, 2, and 3:

6.(a) Setback Requirements: Subdivider/Developer will build/dedicate the county road as reflected on the Plat to be known as "Compound Lane".

6. (b) Tracts 1, 2, and 3 are not required to have a setback on Compound Lane aka the county road for Tracts 1, 2 and 3.

6. (c). No setback is required along Compound Lane for Tracts 1, 2 and 3 and along existing parking areas for Tracts 1 and 2. However a fifteen (15) foot setback is required for the remaining sides of each tract.

6. (d) Tract 3 does not require a setback along Compound Lane; however, Tract 3's other three sides require a fifteen (15) foot setback.

7. Restriction on Further Subdivision: There shall be no dividing, subdividing, or re-subdividing allowed of any of the tracts in the Subdivision into smaller tracts or tracts. All tracts in the Subdivision will remain the size on the Subdivision plan, except that any person owning two or more adjoining tracts may consolidate such tracts into a single building site. This paragraph does not apply to Subdivider/Developer, which may divide or combine tracts as it so determines.

8. Sewage: Wastewater and sewage shall be disposed of by means of sanitary sewer systems or similar approved means of sanitary sewage disposal which meet the requirements of and are approved by all governmental authorities having jurisdiction thereof. No residence shall be used or occupied until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority. The sanitary sewage facility on each tract will be designed by a registered professional engineer or licensed sanitarian in accordance with the Texas Commission on Environmental Quality On-Site Sewage Facility Rules. Sanitary sewage facilities are restricted to aerobic systems or other systems approved by Fayette County and a permit to install an on-site sewage facility must be obtained prior to construction. On-site sewage systems must be inspected and finally approved by Fayette County and must be properly maintained and inspected. No septic system will be located within any designated drainage easement or flood plain unless specifically approved by Fayette County.

C. Use and Activities

1. *Permitted Use.* Tracts 1, 2 and 3 may be used only for an approved Structure(s) for use by previously vetted Round Top Antique Show-related businesses displaying, merchandising and selling design items of quality and craftsmanship of like kind with those dealers at The Compound. Acceptable antique design styles include but are not limited to: French, English, mid-century modern and Texas Primitive. "Flea Market Finds" are prohibited and not allowed. Subdivider/Developer retains exclusive and final authority for determination of acceptable commercial merchandising and display.

2. *Prohibited Activities.* Prohibited activities include but are not limited to:

- a. Any activity that is otherwise prohibited by this Declaration;
- b. Any illegal activity;
- c. Any nuisance or noxious or offensive activity as deemed by exclusively by the Developer/Subdivider. Any determination by the Declarant that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties.
- d. The storage or dumping of rubbish, refuse, or packing materials. All storage and moving containers that are not concealed from public view must be located in an aesthetically pleasing and inoffensive location as determined and approved in writing by the Subdivider/Developer;
- e. The outdoor storage of—
 - i. Building materials except during the construction or renovation of a Structure;
 - ii. Vehicles, boats, trailers and trucks. Commercial vehicles may be stored within a Structure. Operable automobiles may be parked on a common easement or driveway not to exceed 14 days following any public event held at The Compound;
 - iii. Unsightly objects unless completely shielded by a enclosed Structure, and only temporarily for a period not to exceed thirty (30) days;

- f. No raising of animals, livestock or poultry.
- g. No signage which is not directly related to the business located at the Round Top Compound, i.e., political signage or third party signage, unless said signage is permitted with the written consent of the developer/subdivider;
- h. The renting or subleasing of a Structure or a portion thereof to any third party without prior express written permission of the Developer/Subdivider;
- i. The drying of clothes in a manner that is visible from any street;
- j. The display of any sign whose size, color, text, style and font that do not comply with The Compound theme signage without the prior express written permission of the Developer/Subdivider.
- k. Installing a tent, shack, detached-garage, trailer, shed, outbuilding, mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot either temporarily or permanently. However, RVs and motor homes are allowed only within completely enclosed spaces out of public view. Additionally, well houses, not to exceed one hundred (100) square feet, are required to cover all wells and related equipment in a The Compound theme style;
- l. moving a previously constructed house onto a Lot without the prior written express permission of the Developer/Subdivider;
- m. Interfering with a drainage pattern or the natural flow of surface water, or cutting or trimming any trees presently growing on The Compound including tracts 1, 2, and 3, without the prior written permission of the Developer/Subdivider;
- n. Hunting and shooting firearms;
- o. Occupying any Structure that does not comply with the construction standards of The Compound;
- p. Building or occupying any structure to be used as a full-time residence;

- q. Nothing will be done or kept on a lot or location or **in** a common area that would increase the rate of insurance of any kind relating to The Compound. No owner will permit anything to be done or kept on the owner's lot or the common area which would result in the cancellation of insurance on any owner or any part of The Compound or any part of the common area, or which would be in violation of the law. Specifically, No part of the Property shall ever be used for (i) interior or exterior storage facility, (ii) junk, salvage yard, parts yard or similar use, (iii) a lodge, hall, meeting place, church, school, club building, or other similar use, (iv) any industrial use of any nature, (v) any noxious or offensive activity or any activity which may be or become a nuisance to the other property owners, (vi) as a shooting range of any nature, (vii) the production, storage, sale or service of any alcoholic beverage, fireworks or any illegal drugs, or (viii) the storage or location of any toxic or hazardous material of any nature.
- r. Compound Lane, including the fifteen (15) foot easements on either side shall not be used for parking except loading and unloading of inventory and merchandise. No continuous or permanent parking of vehicles of any kind will be permitted on Compound Lane adjacent to Tracts 1, 2, and 3 at any time.
- s. Developer/Subdivider will have access at all times to the north entry gate/Compound Lane and gravel parking area abutting Hwy 237 within Tracts 1 and 2. The gravel parking lot shall remain "shared parking" for Developer/Subdivider and owners of Tracts 1 and 2.

D. Construction and Maintenance Standards

- 1. *Lots*
 - a. *Easements.* An easement to Tracts 1, 2 and 3 is granted to the Subdivider/Developer for purposes of ingress and egress to enforce this Declaration of Deed Restrictions.
 - b. *Maintenance.* Each Owner must keep their respective tract, all landscaping, and all Structures in a neat, well-maintained, and attractive condition identical to the theme

of The Compound. This will include keeping all pathways, parking areas, public access points and grounds in good repair and free of debris, trash, obstructions and erosion of the grounds.

- c. Each owner will, at such owner's sole cost and expense, repair such owner's buildings, keeping the same in a condition comparable to the condition of such structure (s) at the time of its initial construction, excepting only normal wear and tear. All improvements and structures including but not limited to fences, storage buildings, and other improvements shall be constructed of quality, new material (unless otherwise approved by Subdivider/Developer) in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to The Compound. All improvements shall be kept weatherproofed by painting (except the roofs) or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate.

2. *Structures*

a. *Aesthetic Compatibility.*

- i. All structures built must be constructed with a cedar wood exterior and designed not to conflict with but to mimic the existing architectural style and character of structures located at The Compound (2550 S. State Highway 237, Round Top, TX, 78954).

- ii. Subdivider/Round Top Compound, LLC through its President, currently Mark Massey, must approve all exterior colors of new structures built, and any structures being repainted, remodeled or re-built. Proposed colors must be in keeping with the color palette of existing buildings at The Compound.

- iii. Tracts 1, 2 and 3 have restricted use, unless otherwise approved by Subdivider/Developer, as exclusively vetted Antique Show-related businesses displaying, merchandising and selling both interior and exterior design items of quality and craftsmanship in keeping with the current inventory of existing dealers at The Compound. Acceptable antique

design styles include but are not limited to: French, English, mid-century modern and Texas Primitives. "Flea Market Finds" are prohibited and not acceptable.

Subdivider/Developer retains final approval rights for uniformity of styles, interior and exterior, of all vendors and purchasers of Tracts 1, 2, and 3 at The Compound.

iv. Any business located on Tracts 1, 2, or 3 must be named and referenced in all advertising and media as " *Business Name*" at The Compound" and this requirement applies to subsequent purchasers, successors, assigns, and transferees of Tracts 1, 2, or 3.

v. The existing split cedar rail style fence line along Highway 237 may not be changed/alterd unless for maintenance and repairs. Replacement of fencing must be cedar split rail in keeping with the design uniformity of The Compound.

vi. Subdivider/Developer shall be responsible for repairs, modifications, and maintenance of the existing windmill, split cedar rail fence, The Compound Lane gates and the stone columns at the entrance adjoining Hwy 237.

vii. The windmill may not be moved, altered or removed unless approved by Round Top Compound, LLC.

viii. The stone columns/gates at the north entrance of the anticipated county-required paved road may not be moved, altered or removed unless approved by Round Top Compound, LLC.

ix. Absolutely no merchandise items, objects, yard art, maintenance equipment, storage containers of any kind, vehicles, shall remain outside of any structure in sight during non-antique show dates (Winter Show, Spring Show and Fall Show) unless expressly approved in advance by the Subdivider/Developer in writing. All items left remaining outdoors after fourteen (14) days from the last day of each Compound public event will be removed by Subdivider/Developer without notice to Vendor/Owner of the property and all costs of removal and storage, including legal and moving expenses will be charged to the owner of said property. Time is of the essence. The cleanliness and

physical appearance of the grounds is of the essence and paramount to all of the other vendors, and Subdivider/Developer may resort to injunctive relief and ensuing litigation to protect the visual and thematic integrity of The Compound, costs of which will be charged against the owner of the offending property, personal or real. All items must remain stored inside structures/out of public view between public events.

x. All Structures, and Landscaping must be aesthetically compatible with the Subdivision.

- a. *Maximum Height.* The maximum height of a Structure shall not exceed forty (40) feet.
- b. *Required Area.* The total enclosed area of a Structure must be at least twenty five hundred (2,500) square feet minimum.
- c. *Damaged or Destroyed Structures.* Any Structure that is damaged must be repaired within ninety (90) days and the Lot restored to a clean, orderly, and attractive condition. Any Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within ninety (90) days and the Lot restored to a clean and attractive condition.
- d. *Fences, Walls, and Hedges.* Fences, walls, or hedges are permitted to temporarily screen roll off containers, storage containers and vehicles.
- e. *Antennae.* No antenna, satellite dish, or associated wires may be visible from any direction from Hwy 237.
- f. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- g. *Landscaping.* Landscaping must be installed within one hundred eighty (180) days after occupancy approved in advanced in writing by the Developer/Subdivider.

3. *Building Materials for Residences and Structures*

- a. *Roofs.* Only galvanized metal roofs (no color) may be used

on the Structures.

- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Structure.
- c. *Exterior Walls.* All Structures must have at least one hundred percent (100%) of their exterior walls, including exposed foundation, composed of cedar wood, minus windows and doors.
- d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with gravel, crushed granite gravel or concrete.
- e. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the other structures located within The Compound.

E. General Provisions

- 1. *Term.* This Declaration runs with the land and is binding in perpetuity.
- 2. *No Waiver.* Failure by the Subdivider/Developer to enforce this Declaration is not a waiver.
- 3. *Corrections.* 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.
- 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 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.
- 7. *Pursuit of 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.

8. *Enforcement.*

a. Declarant, and any person owning any interest in any of the tracts in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. The party bringing the suit may recover all expenses, including reasonable attorney fees, from anyone violating these restrictions.

b. *Limitations of Liability:* The Declarant shall not be liable in damages or otherwise to any owner of any tract within the subdivision by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with: (a) the approval or disapproval, or failure to approve or to disapprove any plans or specifications; (b) the enforcement of, or the failure to enforce, the covenants, conditions, easements and restrictions of this Declaration; or (c) any other action taken or not taken pursuant to the provisions of this Declaration.

c. *Insurance:*

i. Owner shall cause to be issued by insurance companies, duly licensed in the state of Texas, such general or other liability insurance policies as will fully protect and indemnify Subdivider/Developer as a co-insured against any and all damages and claims as the result of any injury or alleged injury to any person or any property whatsoever, arising out of the use, occupation, and control of the respective tracts owned by Owner.

ii. Owner shall procure, maintain in force and pay for, an Owner's risk liability insurance policy written by an insurance company acceptable to the Subdivider/Developer, naming Subdivider/Developer as a co-insured, protecting Subdivider/Developer against claims for damages, property damages, and bodily injuries up to a minimum of One Million (\$1,000,000) Dollars per claim arising out of Owners operations, actions, negligence, accidents, undertakings, business, etc. on the Premises. Owner shall deliver the policy to Subdivider/Developer within fourteen (14) days after closing and each year thereafter, and upon demand. If Owner fails to procure

said insurance, Subdivider/Developer may purchase the necessary insurance. Owner shall pay Subdivider/Developer for the premiums on any such insurance purchased by Subdivider/Developer within ten (10) days of the receipt of a bill for it.

iii. Indemnity and Hold Harmless: The Owner further agrees to indemnify and hold Subdivider/Developer free and harmless from any and all claims, liability, loss, damages, or expense resulting from the Owner's occupation and use of its premises, specifically including without limitation, any claim, liability, loss, or damage arising:

- a. By reason of the injury to the person or property, from whatever cause, while in or on the Owners premises or in any way connected with the Owners premises or with the improvements or personal property in or on the Owners premises including any liability for injury to the person or personal property of the Owner, or its agents and employees;
- b. By reason of any work performed on the Premises or materials furnished to the Premises at the instance or request of the Owner or its agents and employees;
- c. By reason of the Owner's failure to perform or to comply with any requirement imposed on him or on the Premises by a duly authorized governmental agency or political subdivision;
- d. By reason of the Owner's failure or inability to pay as they become due any obligations incurred by it for operations to be conducted by it on the Premises; or
- e. By reason of the actions or presence of any animal or animals owned or controlled by Owner on the Premises.

9. *Partial Invalidity:* If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

10. Amendment: Declarant may amend This Declaration at any time,

and from time to time, in its sole discretion. Without limiting the foregoing, Declarant may, from time to time, amend this Declaration as necessary to comply with any banking lending requirements for approval of the property to participate in their respective loan guaranty programs or for any other reason determined by Declarant in order to assure the integrity and intent of the subdivision. Any such amendment shall be effective upon recordation of an instrument setting forth the terms thereof in the Official Records of Real Property of Fayette County, Texas.

11. Assignment of Declarant: Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Such assignment shall be evidenced by a written instrument, executed by Declarant and the assignee, and recorded in the Official Records of Fayette County, Texas. In the event of any partial assignment by Declarant of any of its privileges, exemptions, rights and duties under this Declaration, Declarant shall continue to remain responsible and liable for all its obligations and duties under this Declaration until such time as Declarant has completed a full assignment of all of its privileges, exemptions, rights and duties under this Declaration to any other person or entity.
12. No Warranty of Enforceability: While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any owner acquiring a tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the tract, agrees to hold Declarant harmless therefrom.
13. Interpretation: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision, and of promoting and effectuating the fundamental concepts of the Subdivision set forth in

this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

14. Exemption of Declarant; Utility Easements:

a. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

b. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on any areas owned by Declarant, pipelines, conduits, wires and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.

15. Laws and Regulations:

All owners of any tracts within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

IN WITNESS WHEREOF Round Top Compound LLC, Subdivider/Developer, has caused this document to be executed this____day of

_____, 2018.

Round Top Compound, LLC

Mark Massey, President

STATE OF
TEXAS
COUNTY of
FAYETTE

This instrument was acknowledged before me this day of, 2018 by
_____.

[Seal]
TEXAS

NOTARY PUBLIC, STATE OF

After recording, please return to:
Michael D Peck, Attorney
P. O. Box D
Flatonia, Texas 78941]