

Edwards County
Olga Lydia Reyes
Edwards County District Clerk
Rocksprings, Tx 78880

Vol 448 Pg 578



70 2024 00000017

Instrument Number: 2024-17

As

Recorded On: January 31, 2024

Recording Fee

Parties: DUSTY ROSE RANCH POA

Billable Pages: 4

To PUBLIC

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording Fee	37.00
Total Recording:	37.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024-17
Receipt Number: 50977
Recorded Date/Time: January 31, 2024 02:27:16P
Book-Vol/Pg: BK-OR VL-448 PG-578
User / Station: S Montoya - Cash Station Counter

Record and Return To:

DUSTY ROSE RANCH POA
1908 MATAGODA DRIVE
ROUND ROCK TX 78664



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records of Edwards County, Texas.

Olga Lydia Reyes, County Clerk
Edwards County, Texas

DUSTY ROSE RANCH POA RESTRICTIONS AND COVENANTS

The property in the Dusty Rose Ranch, as recorded in the plat records of Edwards/Kinney County, Texas, is subject to the restrictions and covenants hereby made by the Developer and Property Owners Association (POA), to-wit:

1. That these covenants are to run with the land and shall be binding on the PURCHASER and all persons claiming under him. PURCHASER understands that these restrictions and covenants are filed in the Real Property Records of Edwards/Kinney County, Texas.
2. Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from roads in Dusty Rose Ranch. That the above property herein shall not be used for commercial or day lease hunting nor any manufacturing purposes. No trapping is permitted for the purpose of relocation of any game or other animals.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
4. That no structure of any kind or temporary camp sites (including hunting blinds and/or deer feeders) shall be permitted within 100 feet of any property line. All fencing must be twenty (20) feet from the centerline of all main access roads.
5. No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Edwards/Kinney, if applicable, or any other governmental agency having jurisdiction thereof.
6. All main access roads of the Dusty Rose Ranch subdivision are provided for the express use and sole purpose of ingress and egress to and from each property owners tract or tracts and to access the community water wells as needed. To keep maintenance costs to a minimum and to prevent excessive noise and/or nuisance to property owners, main road use should be limited as much as possible between the hours of 10:00 PM and 6:00 AM for all property owners and their guests.
7. Discharge of sewage from an RV, home or cabin on your property is strictly prohibited and illegal unless it is discharged into a permitted septic system (On Site Sewage Facility - OSSF) installed by a licensed installer.
8. Not more than one residence shall be permitted on any tract. No communal residences shall be permitted.
9. That no commercial swine operation shall be permitted.
10. PURCHASER agrees not to impede the flow of water in and to existing water lines, tanks, or troughs that are on his property and grants ingress and egress to persons who need to maintain said improvements and wells which furnish water to the lines, tanks, or troughs. Only those property owners who own an interest in an existing well shall have the right to use water from said well unless water use is granted by the owners of the well. POA will not furnish water to any existing water troughs or tanks.
11. That no tract may be subdivided without the express written consent of the POA. This restriction will not prevent the Texas Veteran's Land Board (TVLB) from deeding a tract to a veteran for the purpose of a home site.



DUSTY ROSE RANCH POA RESTRICTIONS AND COVENANTS

12. PURCHASER hereby authorizes the POA to charge each property owner a maintenance fee of \$1.00 (One Dollar and no/100s) per acre, per tract, per year to improve and maintain entrances, roads, community wells, water lines, storage tanks and any other maintenance deemed necessary by the POA for the Dusty Rose Ranch Subdivision. Such charge shall be made by direct billing to the property owner. A late fee of \$20 (Twenty dollars and no/100s) per month, not to exceed \$100 (One Hundred dollars and no/100s) will be charged to all property owners who have not paid in full by April 30th of that billing year. It is also understood and agreed that this maintenance charge (if not paid within 90 days of billing date) and applicable late fees shall become a lien against the tract being conveyed, permitting the POA to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time. All costs and fees pertaining to the preparation and filing of property liens will be the responsibility of the property owner. This maintenance fee is to be re-evaluated annually based on the association's financial needs.
13. Special assessments will be allowed in the event of major construction or repair projects exceeding \$5,000. A special member meeting will be called for review of the project and voted on at that time by the members in attendance.
14. PURCHASER hereby authorizes the POA to assess a \$150.00 (One Hundred Fifty Dollars and no/100s) transfer fee upon sell or transfer of any tract within Dusty Rose Ranch Subdivision for the purpose of updating records and providing required documentation to the property owners title company. The developer, Ranch Enterprises, is exempt from this transfer fee.
15. No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the POA. The restrictions and covenants may be amended at any time by the vote of 70 (Seventy) percent of the voting members of the POA. This provision will not be construed as limiting the POA's power to amend the enforcement procedures to comply with changes in the law.

Dusty Rose Property Owners' Association,
a Texas nonprofit corporation

Trent Sanders
Director

[Signature]
Director

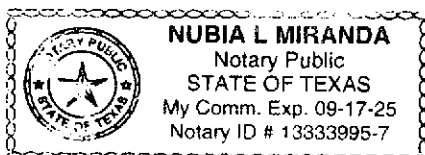
STATE OF TEXAS)

COUNTY OF Williamson)

This instrument was acknowledged before me on 12/27/23 by

Trenton Sanders and Carrie Brink
[Signature]

Notary Public, State of Texas



Inst Bk Vol Ps
17 OR 448 581



FILED FOR RECORD
At 4:43 O'clock P M

JAN 3 2024

OLGA LYDIA REYES
COUNTY CLERK
EDWARDS COUNTY, TEXAS
By: *[Signature]* Deputy