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# TOM GREEN COUNTY

Subdivision Application Form  
(Please Print or Type)

**Document must be filled out COMPLETELY, leaving no blank areas. N/A may be used if appropriate**

Name of Proposed Subdivision: Hidden View Estates  
REPLAT OF TRACTS 10 AND 11

Location: End of Hidden View Drive off Walling Pecan Rd.

Has Plat been reviewed by Plat Reviewer? Yes  No   
**STOP! PLAT MUST BE REVIEWED BY PLAT REVIEWER**

Is location within the ETJ? Yes  No   
**STOP! PLAT MUST BE FILED WITH CITY** TGC Pct. # 2

Type of Request: Preliminary  Final  Replat   
Amended  Vacation  Revised

Owner(s) of Subdivision: HVE, LLC and R. Thomas Jones Partnership

Address: 5444 Mesquitewood Drive

Phone # 325-212-1117 Fax: NA

Existing Land Use: Ag

Proposed Land Use: Ag - Home Sites

Total Acreage: ~~500~~ 93.530 Number of Proposed Lots: ~~15~~ 3

Proposed Source of Water Supply: Individual Well  Water Supply

Name of Water System Concho Rural Water

Proposed Sewage Disposal System: Individual Septic Tank

Private Sewage System

Are any off-site drainage, access or other easements necessary for this subdivision? No   
Yes  (Please explain) \_\_\_\_\_

Are there existing deed restrictions on this property? No \_\_\_\_\_ Yes

If yes, please give the deed record reference:

Volume \_\_\_\_\_ Page \_\_\_\_\_ or Instrument Number (if Vol and Page Not Available) Mindy Hopkinssee to review and record.

Are there any deviations or variances from existing subdivision rules & regulations requested?

No  Yes \_\_\_\_\_

(Please explain) \_\_\_\_\_

The owner hereby designates SYG ENGINEERING  
(Name)

as the official representative. 706 South ABE St. SAN ANGELO, TX 76903 655-1288  
(Address) (phone)

Application fee (\$150.00 + 10.00 per lot) Paid by Owner

Representative Ara Henderson. To be paid to the Tom Green County Clerk's office prior to placement on the Commissioners' Court Agenda. Bring Plat, Tax Certificate showing "Zero" taxes owed, and receipt for application fee to Court on day of the Agenda Presentation.

The owner is aware that there will be an additional filing fee after approval by the Tom Green County Commissioners Court. The filing fee will also be paid to the Tom Green County Clerk at the time of filing of the plat for the records.

The undersigned hereby applies for subdivision plat approval in accordance with the regulations for the development of subdivisions and manufactured home rental communities as set out by the Commissioners Court of Tom Green County and certifies that the information contained on this application is true and accurate to the best of my knowledge.

**\*\*\*(Note to applicant – ensure all areas are filled out completely before signing. N/A may be used if appropriate)\*\*\***

Ara Henderson  
Owner's Signature

2-5-13  
Date

Mark Smith  
Representative's Signature

02/06/2013  
Date

Total Paid: \$ ~~150.00~~ 180.00

Date Paid 2/6/13

Date of Commissioner's Court Action: \_\_\_\_\_

FYI – FOR FINAL PLAT REQUIREMENTS, SEE SUBDIVISION REGULATIONS SECTION III FINAL PLAT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
HIDDEN VIEW ESTATES TRACTS 1,2,3,4,5,6,7,8,9,10,11 & 12  
TOM GREEN COUNTY, TEXAS

THIS DECLARATION made this 17<sup>th</sup> day of January 2007, by HVE, LLC. a Texas General Partnership (“Developer”)

- A. Developer is the owner of 550 acres of record as “Hidden View Estates”.
- B. Developer desires and intends to create individual Ranches on the property known as “Hidden View Estates”
- C. Developer further desires to restrict all property in “Hidden View Estates” together with such additions as may hereafter be made thereto, according to a common plan as to the use and permissible construction so that all Ranches shall be benefited and each successive owner of all or part of the Ranches shall be benefited by the preservation of the value and character of the Ranches.
- D. Developer will cause the “Hidden View Estates Home Owners’ Association” to be incorporated as a non-profit corporation under the laws of the State of Texas, to which corporation will be delegated and assigned the duties and powers associated with maintaining landscaping area, if any, within “Hidden View Estates” and maintaining Hidden View Dr., and ancillary drainage and other facilities.

NOW, THEREFORE, Developer declares that the real property within “Hidden View Estates”, and such additions thereto as may hereafter be made, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, charges and liens (sometimes referred to as covenants and restrictions) hereinafter set forth:

- 1. Definitions: The following words when used in this Declaration or any supplemental Declaration, shall have the following meanings:
  - a. “Association” shall mean the Hidden View Estates Maintenance Association. The Association shall be governed by its By-Laws as created by separate document.
  - b. “Owner” shall mean and refer to the fee simple title holder of any Ranch, whether one or more persons. This does not include any persons or entities that hold an interest in any Ranch merely as security for the performance of an obligation.
  - c. “Occupant” shall mean and refer to an equitable interest holder pursuant to a recorded or unrecorded Contract for Deed or recorded or unrecorded Lease Agreement.
  - d. “Ranch shall be defined as any tract, parcel or interest created out of real property as set forth in the Plat of “Hidden View Estates”, incorporated herewith for all purposes. If Developer is the owner of any property which it desires to add to the concept of this Declaration, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that any additions made pursuant hereto, when made, shall automatically extend the jurisdictions, functions, duties and membership of the Association to the properties added.
  - e. “Member” shall include and be defined as each owner or occupant of a Ranch adjoining Hidden View Drive. All owners and occupants of such Ranches shall become automatic and mandatory members in the Hidden View Estates Road Maintenance Association. An Owner or Occupant ceases to be a member at such time as the road adjoining their Ranch is accepted by Tom Green County for maintenance purposes.
  - f. “Developer” shall mean the undersigned and its successors and assigns.
- 2. Affirmative and Protective Covenants: Every Ranch (all of which Ranches are referred to as the “Property”) shall be restricted as follows:
  - a. All ranches shall be used for residential, recreational, ranching, and agricultural purposes only and not part thereof shall be used for business or manufacturing purposes. No hunting lease shall be allowed on any Ranch. No purchaser of a Ranch shall be permitted to lay out a road, easement or other means of ingress or egress across any Ranch to provide access to other property without Developer’s written approval.

- b. All residences erected or placed upon any Ranch shall contain at least 2,400 square feet, exclusive of open porches, breezeways, carports and garages. There shall be no outside toilet built or used on the premises.
- c. Residences shall consist of custom-built homes only. No modular, new “double-wide” or “single-wide” manufactured homes, or other trailers will be permitted. All homes must be no nearer than one hundred fifty feet (150’) from the side or rear boundary lines of any ranch. Distance requirements may be modified by written approval of Developer.
- d. No camper or recreational vehicle may be occupied overnight on any Ranch except for periods of no more than thirty (30) consecutive days out of any period of ninety (90) days before a permanent dwelling is constructed on the Ranch.
- e. All driveways connecting to Hidden View Drive shall have drainage culverts to prevent the damming or diversion of water flow. Driveway entrance must also be constructed with a concrete skirting adjoining Hidden View Drive.
- f. Prior to commencement of construction, all buildings, whether residential or otherwise, and fences shall be approved by the Architectural Control Committee. Any damage caused to the adjoining road during construction shall be repaired at the expense of the Property Owner. Thereafter, all buildings and fences shall be kept in good repair, and any paint or other finish shall be maintained in good condition.
- g. Ranches may not be subdivided.
- h. No more than one residence may be located on any Ranch without Developer’s written approval.
- i. Dams may be built on creeks or natural waterways only if (1) written permission is obtained from the owner of the Ranch adjacent to such waterway on the opposite side of the waterway; (2) such dam will not be built so as to back water up or inundate the Ranch of another owner, unless a written easement is obtained from such other owner; (3) such dam will not cause the flooding of any roadway; and (4) such dam is constructed in accordance with all Federal, State, and Tom Green County regulations governing said construction.
- j. Electrical installations in all buildings shall be constructed and thereafter maintained in accordance with the National Electric Safety Code. All plumbing installations and septic tanks or on-site sewage facilities shall be in accordance with the regulations and requirements of the Federal, State and Tom Green County regulatory authorities, with every such building having plumbing facilities to be connected into a septic tank of adequate size, properly installed, with adequate lateral lines, no line or other appurtenance of which shall be within fifty feet (50’) of any boundary line of any Ranch without Developer’s written approval.
- k. There shall be no operations of any form of gun club, skeet range, or rifle association on any Ranch whether such operation is public or private in nature. There shall be no discharge of firearms upon any Ranch in a manner which is unsafe, or which in any way constitutes danger to persons, property, or livestock, regardless of where located, or from any road traversing through said property, at any time or in any manner whatever. There will be no firing of rifles on ranches less than 50 acres and shotguns are the only firearms allowed to be discharged on tracts smaller than 50 acres.
- l. No removal of oak trees and no excavation of any materials, other than for landscaping, construction of buildings, driveways, etc., will be permitted without Developer’s written approval.
- m. There shall be no use of any Ranch as a dump ground for rubbish, abandoned vehicles, garbage, or other waste, or as landfill area. No junk or wrecking yard shall be located on any Ranch.
- n. Domestic livestock kept on any Ranch shall not exceed in quantity the number of animal units recommended by the Tom Green County Extension Agent or his office.
- o. No noxious or offensive activity shall be carried on upon any Ranch nor shall anything be done which would reasonably constitute an annoyance or nuisance to any adjoining Ranch. No Ranch shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance, or regulation of any government or governmental agency having jurisdiction thereof.

- p. No signs shall be erected on the property or roadway without express permission of Developer.
  - q. No construction of any improvements or obstructions of any type, including fences, shall be allowed in any portion of the five-foot (5') easement adjoining the ten-foot (10') Right of Way Easement adjoining Hidden View Drive
  - r. There shall be no barbed wire fence on any property for fence construction
3. Road Maintenance Association: Owners and occupants of each Ranch contiguous to Hidden View Drive shall be subject to mandatory membership in the Hidden View Estates Maintenance Association ("Association") and therefore be bound by its rules and regulations, including the following:
- a. The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes aforementioned. There shall be an Annual Charge of \$50.00 per Ranch, commencing June 1, 2007, or when a lot is sold by the Developer, whichever is last, said amount to be paid to the Association. In any year after 2007, the Association may increase the amount of the Annual Charge, but the Annual Charge shall in no event be greater than \$250.00 per Ranch per year. The maintenance fund charges shall cease for any Ranch at such time as the road adjoining said Ranch is accepted by Tom Green County.
  - b. The Annual Charge shall be billed each year on the first day of May and unless the owner or occupant of any Ranch shall pay the Annual Charge by the twentieth day of May of each year, the same shall be deemed delinquent and shall bear interest at the maximum legal annual rate until paid.
  - c. The Annual Charge hereby imposed shall be and remain a first charge against and a continued first vendor's lien against any Ranch, and shall run with, bind and burden such land. Provided, however, the lien of any mortgage, mechanic's lien, contract, deed or trust or vendor's lien imposed as a bona fide security for purchase of money, construction loan or improvement loan on the Ranch in question shall not be invalidated by the foreclosure of the lien imposed by the Annual Charge. The provisions of this paragraph are subject to the provisions of Paragraph 10.
  - d. If the owner or occupant of a Ranch shall fail to pay the Annual Charge when due, the Association shall have the right to enforce the Vendor's lien which is hereby imposed, under the laws of the State of Texas, including a foreclosure sale and deficiency decree, subject to the same procedures as in the case of deeds of trust.
  - e. Such funds received by the Association, shall be used by it solely for the payment of any expenses in maintaining Hidden View Drive, together with landscaping and ancillary drainage and other facilities, if any, within the boundaries of Stonewall Ridge Addition.
  - f. The Developer shall cause the Association to be established, at which time, all members shall become bound by its rules and regulations, and said rules and regulations shall supercede and take the place of this Section 3; provided, however, that in no event shall the Annual Charge for belonging to the Association be in excess of those charges previously listed in Section 3a. The Association shall be entitled to receive any maintenance charge herein specified. The Association may also be responsible for the maintenance of other Ranches made subject to the concept of this Declaration by way of a separate Declaration of Covenants, Conditions and Restrictions.
4. Architectural Control Committee: No building shall be erected, placed, or altered on any ranch without the approval of the Architectural Control Committee and compliance with the provisions of these covenants. No fence, wall, swimming pool or other construction shall be erected, placed or altered on any ranch without the approval of the Architectural Control Committee. Thereafter, all buildings and fences shall be kept in good repair, and any paint or other finish shall be maintained in good condition. All homes shall be of rock, brick, and stucco or approved by the ACC and no metal buildings erected as homes.
5. Acceptance of Declaration: By acceptance of a deed, contract for deed, or by acquiring any ownership interest in any Ranch included within this Declaration, each person or entity for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal

**DRAFT**

representatives, successors, transferees, and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Property.

6. Enforcement and Compliance: The record owner of each Ranch whether or not in possession, and each occupant of the Ranch, whether or not a record owner, are bound by these Covenants and Restrictions and are jointly and severally responsible for compliance with these Covenants and Restrictions by themselves and the others. The record owner shall fully inform any tenant or other non-owner occupant of these Covenants and Restrictions and of the obligation to comply with them. Each owner and occupant waives notice of non-compliance with these Covenants and Restrictions. If any owner or occupant fails to abide by these Covenants and Restrictions, any other owner, occupant or the Developer of any Ranch may initiate a suit or other proceeding at law or in equity to enforce these Covenants and Restrictions and seek damages or any other legal remedy, including injunctive relief to prevent construction, to remove improvements, or otherwise to compel compliance. Any such owner or occupant of a Ranch who prevails in any such suit shall be entitled to recover from the Owner or occupant found in breach of the Covenants and Restrictions, all reasonable attorney fees and litigation expenses incurred in connection with the suit. Any failure or delay to enforce any covenant or restriction shall not, however, bring about a forfeiture of title to any such Ranch under violation. Any proceeding in law or in equity to enforce this Declaration shall be brought in Tom Green County, Texas.

7. Owner's right to amend: These Covenants and Restrictions may be amended at any time by means of a written, recorded amendment signed by the Owners of no less than seventy percent (70%) of the Ranches with one voter per Ranch. For the purposes of this paragraph, the Developer shall be considered the Owner of all Ranches where Developer holds record title. Further, under the same procedure required for an amendment under this paragraph, waivers or variances of these Covenants and Restrictions may be granted from time to time with respect to any Ranch, or with respect to any particular owner or occupant thereof, for the purpose of relieving hardship or permitting good architectural planning to be effected.

8. Duration: These Covenants and Restrictions shall be effective for a term of twenty-five (25) years from the date of recording of the same. These Covenants and Restrictions shall continue in effect thereafter for successive ten (10) year terms unless, after the initial term of twenty-five (25) years, they are abrogated or set aside by the Owners of a majority of the Ranches.

9. Severability: Invalidation of any one of these covenants and restrictions by judgment or by court order shall in no wise affect any of the other covenants or provisions, each and all of which shall remain in force and effect.

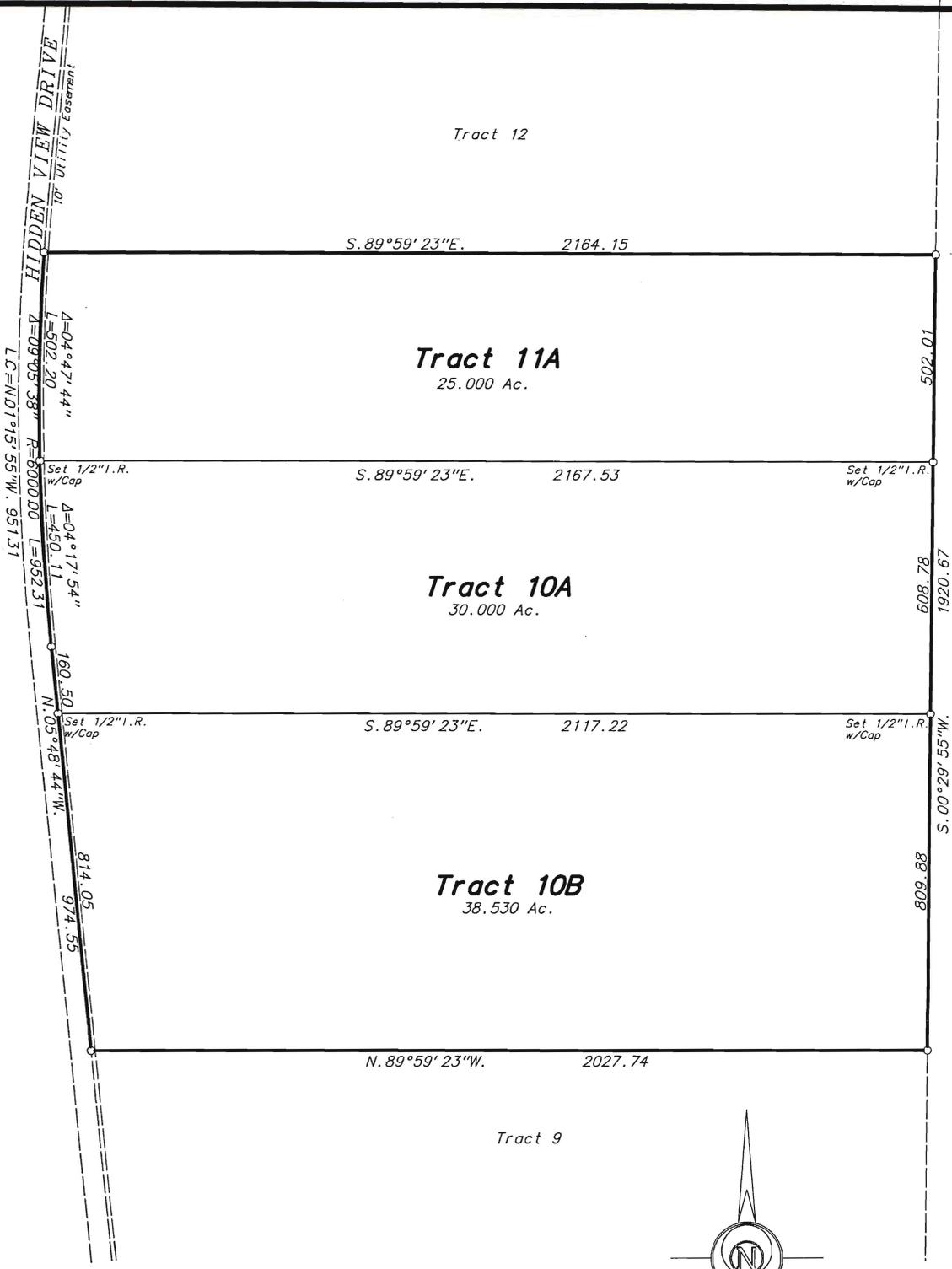
10. Headings: The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

11. Notice of Regulatory and Other Matters Affecting the Property: Owner or occupant upon purchasing a Ranch will be provided notice of regulatory and other matters affecting the Ranch.

12. Delegation and Assignment of Authority: Developer may at any time appoint a committee of one or more persons to exercise any or all of discretionary rights and powers reserved herein to Developer. Developer may assign to any person or entity any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer. Any such assignee shall have the right to assign.

H.V.E., LLC; A Texas General Partnership

By: \_\_\_\_\_  
Ana A. Henderson, MANAGER



REF.: Volume 471, Page 6 DR

COUNTY COMMISSIONER'S COURT  
OF TOM GREEN COUNTY, TEXAS  
Approved for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
County Judge

PLAT REVIEWER  
Approved for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_

911 ADDRESSING COORDINATOR  
Approved for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_

ACKNOWLEDGEMENT / DEDICATION  
I, Anna Henderson do hereby adopt this plat as the  
subdivision of my property and dedicate for the  
use of the public the easements shown hereon.

By: \_\_\_\_\_  
Anna Henderson

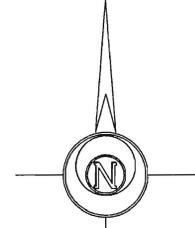
STATE OF TEXAS  
COUNTY OF TOM GREEN  
This instrument was acknowledged before  
me on \_\_\_\_\_  
by Anna Henderson

\_\_\_\_\_  
Notary Public, State of Texas

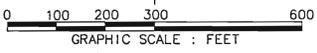
COUNTY CLERK  
Duly recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2013 @ \_\_\_\_\_

By: \_\_\_\_\_  
This replat is filed in Plat Cabinet \_\_\_\_ at Slide \_\_\_\_\_

PRELIMINARY, THIS DOCUMENT SHALL NOT  
BE RECORDED FOR ANY PURPOSE.



SCALE : 1" = 300'



Bearings and distances shown hereon are based  
on Hidden View Estates as per plat of record  
in Cabinet G, Slide 113, Plat Records of  
Tom Green County, Texas.

LEGEND : o - Found 1/2" Iron Rod w/Cap  
(unless otherwise noted)

REPLAT OF TRACTS 10 AND 11,  
HIDDEN VIEW ESTATES,  
TOM GREEN COUNTY, TEXAS

OWNER : ANNA HENDERSON

DESCRIPTION : Being 93.530 acres of land and being all  
of Tracts 10 and 11, Hidden View Estates, Tom Green  
County, Texas as per plat of record in Cabinet G,  
Slide 113, Plat Records of Tom Green County, Texas.

SURVEYOR'S CERTIFICATE  
Know all men by these presents:  
that I, Russell T. Guly RPLS,  
do hereby certify that I prepared  
this plat from an actual and  
accurate survey of the land and  
that corner monuments shown  
hereon were properly placed,  
under my supervision, in  
accordance with the Order  
Establishing Regulations For  
The Division Of Land And The  
Development And Platting Of  
Subdivisions as adopted by the  
Commissioner's Court of Tom Green  
County, Texas and with the Rules  
of the Texas Board of Professional  
Land Surveying.

**DUPLICATE**

**TOM GREEN COUNTY CLERK  
124 W. BEAUREGARD  
SAN ANGELO, TX 76903  
(325)659-6553**

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**ISSUED TO: SKG ENGINEERING INC**

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**RECEIPT #: 390540  
DEPARTMENT: RE**

**DATE: 02/06/2013 09:29:02 AM  
WORK STATION: INDEX05**

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SERVICE	PAGES	FEE
MISCELLANEOUS,APPLIC	1	150.00
MISCELLANEOUS,ADDITI	1	30.00
=====		
Total Amount Due		180.00
CHECK 2905		180.00
=====		
Total Amount Paid		180.00

**THANK YOU**