

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUNRISE ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNRISE ESTATES (“*Declaration*”) is made by 1225 Old Columbus Road LLC, a Texas limited liability company partnership (“*Declarant*”), as the owner of that certain 25.859 acres of real property more particularly described by Exhibit “A” which is attached hereto and made a part hereof, and which is further described as all the Lots in Sunrise Estates, according to the plat thereof recorded at Document No. 205389 of the Official Public Records of Austin County, Texas (the “*Property*”).

Declarant hereby declares that the Property will be owned, developed and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of establishing a uniform plan for the development and use of the Property and for protecting the value and desirability of the Property, and which will run with the Property and will be binding on all parties having any right, title or interest in the Property and their heirs, successors and assigns.

ARTICLE I.
DEFINITIONS

1.01. “*Declarant*” shall jointly mean and refer to 1225 Old Columbus Road, a Texas limited liability company, and its duly authorized representatives, or its successors and assigns; provided that any assignment of its rights as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without an express written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of the Declarant hereunder.

1.02. “*Declaration*” shall mean this instrument, as the same may be from time to time amended.

1.03. “*Improvement*” shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, parking areas, drives, garages, loading docks, storage buildings, fences, gates, screening walls, retaining walls, stairs, decks, patios, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, bollards, signs, exterior lighting equipment, exterior air conditioning equipment, exterior water softening fixtures or similar equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, satellite dishes, and all facilities used in connection with water, sewer, gas, electric, telephone, television, or other utilities.

1.04. “*Lot*” shall mean and refer to any platted lot shown on a recorded subdivision plat of any part of the Property.

1.05. “*Owner*” shall mean and refer to a Person, including Declarant, which is owner of an interest in a Lot, but shall not include Persons which hold an interest in a Lot merely as security for the performance of an obligation.

1.06. “*Person*” shall include a natural person or any type of legal entity.

1.07. “*Property*” shall mean and refer to that certain 25.859 acres of real property more particularly described by Exhibit “A” which is attached hereto and made a part hereof, and which is further described as all the Lots in Sunrise Estates Plat, according to the plat thereof recorded at Document No. 2025389 of the Official Public Records of Austin County, Texas, or any amendment thereto or replat thereof, together with all land hereafter added to the Property in accordance with the provisions of this Declaration.

ARTICLE II. USE REGULATIONS

The Property shall be owned, held, encumbered, conveyed, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.01. Permitted Uses of Lots 3, 4, 5, 6, 7, and 8. Lots 1, 2, 3, 4, 5, 6, 7, and 8 may be for personal, family, or household purposes **only**. Personal, family, or household use includes keeping horses appropriate to the size of the Lot. Up to two dozen chickens may be kept on a Lot. One beehive per 3 acres is allowed. Any type of FFA or other youth organization show animal may be raised on these Lots but only during the time of the project.

2.02. Permitted Use of Lots 1 and 2. The restrictions in section 2.01 apply to lots 1 and 2 but Declarant reserves the right to designate these lots for commercial use at a later date.

2.03. Prohibited Uses. The following uses and activities are prohibited for any Lot:

(a) No commercial use of any kind shall be allowed on these Lots with the following exception: tele-commuting and work from home is permitted. Any type of work may be done within the home so long as it is not visible from outside the building. No signage advertising commercial services may be posted on the property except real estate signs related to the sale of the property. “No commercial use” expressly prohibits:

(1) Any sexually oriented business or pornographic business such as, but not limited to, x-rated movie, video or book sales, theater or rental facility, nude modeling studio, massage parlor, lounge or club featuring nude or semi-nude entertainers or escort service;

(2) Any bar or cocktail lounge or other establishment generating 51% or more of its gross income from the sale of alcoholic beverages;

(3) Any kennel or other facility for raising or boarding dogs, cats or other animals for commercial purposes;

(b) Any activity hazardous to persons or property, including, without limitation to the generality of the foregoing, the manufacturing or storage of firearms and related incendiary product. The manufacture, assembly, sale and/or use of fireworks;

(c) Any storage of unsightly articles or vehicles, or mobile homes or HUD code manufactured housing. Notwithstanding the vehicle prohibition stated above, boats, trailers (including horse trailers) or motor homes kept for the personal use of the property owner may be stored on the property provided the vehicle are currently registered with the State of Texas and they are stored on the property in such a manner so as to be minimally visible to other property owners, i.e. stored behind a fence, hedge or building;

(d) Any junk yard, salvage yard or storage facility for abandoned vehicles, abandoned boats or aircraft, or abandoned boat, aircraft or vehicle parts;

(e) The dumping and incineration of garbage or refuse of any nature, except for burn piles while clearing or cleaning property of wood or brush removed from the property;

(f) Any nuisance, noxious or offensive activity;

(g) any illegal activity;

(h) A slaughterhouse or feedlot;

(i) Any mineral refining facility or operations;

(j) Any hunting

(k) skeet shooting, target practice, or other discharge of firearms.

(l). The production of oil, gas and/or any other minerals. This restriction is only enforceable to the extent permissible by law against the mineral right owners.

2.04. Application of Other Restrictions. No use of the Property shall be permitted which is in violation of any applicable governmental law or regulation, subdivision plat note, or restrictive covenant imposed by the Declarant.

2.05 Restriction on Size, Number of Buildings and Materials.

(A) Notmore than one (1) single family residential dwelling may be constructed on each Lot; provided, however, nothing contained herein shall be construed to prohibit the construction of a single residential dwelling on a portion of two or more Lots. No Lot may be resubdivided in any matter whatsoever. Each dwelling shall not to exceed two (2) stories in height (excluding basements and attics), together with a private garage for not more than three (3) cars;

(B) In addition to the single family residence, not more than two (2) barns, tool sheds, pump houses, or workshops for the personal and noncommercial use of the Owner thereof made be constructed o the lots and

(C) not more than two (2) shelters for pets or domestic animals kept on the premises for noncommercial purposes.

2.06. DWELLING SIZE AND CONSTRUCTION.

- (A) No residential dwelling shall be placed on any Lot unless its living area has a minimum of one thousand nine hundred (1,900 sq. ft.) Square feet of floor area, exclusive of porches and garages. All residential dwellings shall have a concrete foundation or foundations built of materials and by a method which complies with the International Building Code in effect at the time of construction. The exterior walls of all residential dwellings shall be completed with a suitable grade of wood, brick, hardiplank (or equivalent) or stone siding so as to present a suitable appearance. All roofs on any residential dwelling shall be constructed and maintained with wood, composition tile, slate or aluminum. Metal Building are permitted for barns and outbuilding if a stone or brick façade of at least 40 inches is placed on all sides visible from the street serving as access to the property.
- (B) No building shall be located nearer than twenty (20') feet to any front property line or closer than ten (10') feet to any side or back property line of any of the Lots or within the boundaries of any easements pertaining to such Lot.
- (C) Metal buildings are permitted if a stone or brick façade of at least 40 inches is placed on all sides visible from the street serving as access to the property.
- (D) Privacy fencing is not permitted in front of the principal residence. Barbwire or two or three row wooden or vinyl fences is permitted along the perimeter of the property. Barbwire fencing must use wooden fence posts. Metal "T" posted are not permitted.

2.07 Insurance Rates. Nothing shall be done or kept on any of the Property or any Lot which would increase the rate of insurance on any other Lot, nor shall anything be done or kept on the Property or any Lot which would result in the cancellation of insurance on any other Lot, or which would be in violation of any law or create a nuisance.

2.08. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom, so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. Refuse, garbage and trash shall be kept at all times in a container and any such container shall be kept within an enclosed structure or appropriately screened from view. Notwithstanding the foregoing, the provisions of this Section shall not apply to periods of construction, provided that sound construction management practices are implemented and observed.

2.09. Noise. No horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any of the Property so as to be offensive or detrimental to any other Property or to its occupants.

2.10. Drainage. There shall be no interference with the established drainage patterns over any of the Property. unless written approval by the Owner of any Lot affected thereby has been obtained. Provided, drainage related improvements or site work

authorized by approved City or County permits shall be deemed to be in compliance with this Section. Water storage tanks, or lakes are excluded from this section.

2.11. Hazardous Activities. No activities shall be conducted on the Property and no improvements constructed on the Property which are unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no open fires shall be lighted or permitted on the Property, except that fires shall be permitted in barbeque pits, grills or fire pits;

2.12. Temporary and Prefabricated Structures. No tent, shack, or other temporary building or structure shall be placed upon the Property, except that temporary structures necessary for storage for tools and equipment, and for office space for sales personnel, for architects, builders and foremen during actual construction, re-construction, repair, utility installation and/or maintenance. Any such temporary building or structure must be removed from the Property not later than thirty (30) days after the completion of construction. Subject to the foregoing, no preconstructed, prefabricated or existing structure may be moved upon or relocated to any portion of the Property. Any metal building which exists on the property at the time of acquisition is exempt from the foregoing requirement.

2.13. Insurance Rates. Nothing shall be done or kept on any of the Property or any Lot which would increase the rate of insurance on any other Lot, nor shall anything be done or kept on the Property or any Lot which would result in the cancellation of insurance on any other Lot, or which would be in violation of any law or create a nuisance.

2.14. Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any portion of the Property. No derrick or other structure designated for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Property.

2.15. Water Wells. Water wells shall be compliant with county and city regulations

2.16. Unsightly Articles; Machinery and Equipment. No unsightly article shall be permitted to remain on any portion of the Property so as to be visible from ground level from adjoining parts of the Property. Without limiting the generality of the foregoing, trailers and maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view from the ground level of other Lots within the Property or from any Common Area drive within the Property. Service areas and storage areas shall be appropriately screened from view from ground level and no lumber, metals, bulk materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. Notwithstanding the foregoing the provisions of this Section shall not apply to periods of construction, re-construction, repair, utility installation and/or maintenance, provided that sound construction management practices are implemented and observed or existing debris;

2.17. Completion of Construction. Once commenced, construction shall be diligently pursued to the end that it may not be left in partly finished condition any longer than reasonable or one year whichever is greater, taking into consideration delays caused by government action or force majeure.

2.18. Casualties. In the event of any damage to or destruction of any building or other Improvement on the Property from any cause whatsoever, the Owner upon whose Lot the casualty occurred shall immediately and at its sole expense take all and every action necessary to secure the Lot and the Improvements located thereon so as to prevent injury to the public and/or the tenants and business invitees of any Owner of a Lot for so long as the damaged Improvements remain, and at its sole option and within one (1) year from the date of the casualty, either (i) repair, restore, or rebuild and complete the same with reasonable diligence, (ii) raze and demolish such building or Improvement (or such part thereof that has been damaged or destroyed), clear the affected area of all debris and thereafter either pave and/or landscape such affected area, as provided for in this Declaration and/or required by applicable laws and/or ordinances and keep the same weed-free and clean, or (iii) effectuate any combination of subsections (i) and (ii).

2.19. Subdivision of Lots, Buildings. A Lot may not be subdivided.

2.20. Additional Provisions for Residential Uses. Without limiting any other provisions of this Article VI, the following provisions shall apply to all residential uses on the Property:

(a) Each resident shall keep his patio, terrace, deck or balcony in a good state of cleanliness. Clothes lines are prohibited in such area. A patio, terrace, deck or balcony may not be screened. No unsightly storage be permitted on a patio, terrace, deck or balcony.

(b) No aluminum foil, reflective film or similar treatment shall be placed on any windows or glass doors.

(c) Repair or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent needed for repair, not to exceed 30 days. Inoperable vehicles shall not be permitted, and they may cause them to be towed off the Property at the expense of the person allowing any such vehicle to remain on the Property.

RESUBDIVISION BY DECLARANT

2.21. Declarant reserves the right to re-subdivide and change the Lot lines of any part of the Property owned by Declarant at any time and from time to time; provided that such action shall in no way re-align, modify or otherwise affect the boundaries or access points of any Lot (or the Improvements located on any Lot) not owned at the time by Declarant.

ARTICLE III. GENERAL PROVISIONS

3.01. Enforcement. Any Owner shall have the right to enforce, by proceeding, at law or in equity, for damages or for injunction or both, all restrictions, covenants, conditions, rights and duties imposed, allowed or granted by the provisions of this Declaration. In

any such proceeding, the prevailing parties shall be entitled to recover costs and expenses, including reasonable attorney's fees. Failure to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time.

3.02. Covenants to Run With The Land. The restrictions, easements, covenants, conditions, rights and duties of this Declaration shall run with and bind the land within the Property as defined herein, and shall inure to the benefit of the Property and the Owners of Lots therein, and their respective legal representatives, heirs, successors and assigns for a term of 20 (20) years from the date this Declaration is recorded in the Official Public Records of Austin County, Texas, after which time such restrictions, easements, covenants, conditions, rights and duties shall automatically be extended for a successive period of twenty (20) years.

3.03. Modification or Repeal. Any of the provisions of this Declaration may be amended, modified or repealed by a recorded written instrument, executed by the declarant prior to the sale of all the lots and following the sale of all of the lot by a written instrument with the approval of not less than 4 of the 8 lots.

3.04. Limited Modification by Declarant. The Declarant may at any time reclassify Lots 1 or 2 for commercial use. The declarant may also modify this agreement at any time prior to the sale of all of the lots.

3.05. Severability. Invalidation of any of the provisions hereof by a final judgment or decree of any court shall in no way affect or impair the validity of any other provision hereof.

3.06. Successors. Deeds of conveyance of any Lot may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; however, whether or not such reference is made in any or all said deeds, by becoming an Owner as herein defined of any of the Property, each such Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees, assigns and lessees, binds himself or itself, and such heirs, personal representative, successors, transferees, assigns and lessees, to all the provisions, restrictions, covenants and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

3.07. Word Meanings. Singular shall include the plural, and the masculine gender shall include the feminine and neuter and vice versa unless the context otherwise requires.

3.08. Captions and Section Headings. The captions and headings of various articles, sections, paragraphs or subparagraphs of this Declaration are for convenience only and are not be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

3.09. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant of Improvements or signs necessary or convenient to the development, sale, operation or other disposition of the Property.

3.10. Notices. Written notices and demands of any kind which are served pursuant to this Declaration shall be deemed served and delivered; (i) three (3) days after deposited in the U.S. Mail, certified mail, return receipt requested, postage prepaid and appropriately addressed, or (ii) when actually received by any other means, including without limitation hand delivery, delivery by overnight courier, fax transmission or email.

3.11. Notice and Cure Period. Notwithstanding any other provision set forth in this Declaration, it is specifically provided that no remedies of any kind (including, without limitation, the filing of any suits, causes or action or liens) may be exercised unless and until the applicable Owner has been given no less than thirty (30) days prior written notice describing the failure which may give rise to such remedy and a reasonable opportunity to initiate and complete efforts to cure the failure which may give rise to such remedy.

3.12. No Waiver. Failure of an Owner to enforce these restrictions, covenants and conditions is not a waiver.

Signature page to Declaration of Covenants, Conditions and Restriction for Sunrise Estates.

EXECUTED to be effective the _____ day of January, 2021.

By: _____
1225 Old Columbus Road LLC
D/B/A Sunrise Estates
Edwin Luna-Morales, Member

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of January, 2021, by Edwin Luna-Morales in his capacity as Member of 1225 Old Columbus Road LLC, a Texas limited liability company doing business as Sunrise Estates.

Notary Public - State of Texas

After recording, return to:

Edwin Luna-Morales
8046 Oakwood Hollow St.
Houston, Texas 77042

EXHIBIT "A"

Description of 25.859 acres in Austin County, Texas

METES AND BOUNDS DESCRIPTION

25.859 ACRES IN THE

H. & T.C. R. R. COMPANY SURVEY, SECTION 203, ABSTRACT 234
AUSTIN COUNTY, TEXAS

A 25.859 - ACRE TRACT OF LAND SITUATED IN THE H. & T.C. R.R. COMPANY SURVEY, SECTION 203, ABSTRACT 234, AUSTIN COUNTY, TEXAS, BEING ALL OF THE RESIDUE OF A CALLED 41.00 - ACRE TRACT DESCRIBED IN DEED TO EDWIN LUNA AND WIFE ANA LUNA RECORDED UNDER AUSTIN COUNTY CLERK'S FILE NUMBER 194814 OF THE OFFICIAL PUBLIC RECORDS, SAID 25.859 - ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204), AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING AT A 1/2 - INCH IRON PIPE WITH CAP STAMPED "KALKOMEY SURVEYING" FOUND AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY LINE OF BECKENDORFF ROAD WIDTH VARIES) AND THE NORTHWEST RIGHT-OF-WAY LINE OF OLD COLUMBUS ROAD MARKING THE SOUTH CORNER OF THE RESIDUE OF SAID CALLED 41.00 ACRE TRACT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 47°27'09" WEST, 588.89 FEET ALONG THE COMMON LINE OF SAID BECKENDORFF ROAD AND THE SOUTHWEST LINE OF THE RESIDUE OF SAID CALLED 41.00 ACRE TRACT TO A STONE FOUND MARKING THE SOUTH CORNER OF A CALLED 21.80 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RANDELL WAYNE TRIPP RECORDED UNDER AUSTIN COUNTY CLERK' S FILE NUMBER 012241 OF THE OFFICIAL PUBUC RECORDS, THE WEST CORNER OF THE RESIDUE OF SAID CALLED 41.00 ACRE TRACT AND THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 42°32'51" EAST, ALONG THE COMMON LINE OF SAID CALLED 21.80 ACRE TRACT AND THE RESIDUE OF SAID CALLED 41.00 ACRE TRACT, AT 543.67 FEET PASS A 1/2 - INCH IRON ROD FOUND ON LINE MAKING THE EAST CORNER OF SAID CALLED 21.80 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 82.12 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ELDRIDGE PALMER, JR. AND IRMA C. PALMER RECORDED UNDER AUSTIN COUNTY CLERK' S FILE NUMBER 2008-82102 OF THE OFFICIAL PUBLIC RECORDS, CONTINUING ALONG THE COMMON LINE OF SAID CALLED 82.12 ACRE TRACT AND THE RESIDUE OF SAID CALLED 41.00 ACRE TRACT IN ALL A TOTAL DISTANCE OF 1,912.92 FEET TO A 1/2-INCH IRON PIPE WITH CAP STAMPED " KALKOMEY SURVEYING" FOUND MARKING THE WEST CORNER OF A CALLED 5.000 ACRE TRACT OF LAND DESCRIBED IN A DEED TO WILLIAM A. PLUTT, ET UX, RECORDED UNDER AUSTIN COUNTY CLERK' S FILE NUMBER 164282 OF

THE OFFICIAL PUBLIC RECORDS AND THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT OF LAND:

THENCE SOUTH 47°25' 51" EAST, 588.89 FEET ALONG THE SOUTHWEST UNE OF SAID CALLED 5.000 ACRE TRACT TO A POINT IN THE NORTHWEST RIGHT - OF - WAY LINE OF SAID OLD COLUMBUS ROAD, MARKING THE SOUTH CORNER OF SAID CALLED 5.000 ACRE TRACT AND THE EAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND FROM WHICH A FOUND 1/ 2-INCH IRON PIPE WITH CAP STAMPED " KALKOMEY SURVEYING" BEARS NORTH 51' 25' WEST, 0.8 FEET;

THENCE SOUTH 42° 32' 51" WEST, 1,912.70 FEET ALONG THE COMMON LINE OF SAID OLD COLUMBUS ROAD AND THE RESIDUE OF SAID CALLED 41.00 ACRE TRACT TO THE POINT OF BEGINNING AND CONTAINING 25.859 ACRES (1,123,436 SQUARE FEET) OF LAND.