

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE
 § PRESENTS THAT:
COUNTY OF LEE §

WHEREAS, GALL RANCH INVESTMENTS, LLC, a Texas limited liability company referred to herein as “Declarant” is the owner of all that certain real property situated in Lee County, Texas, on FM 2239 which is more particularly described as follows:

All that certain 105.779 acre tract of land, a part of the Absolom C. Delaplain Survey, Abstract 83, Lee County, Texas, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

Being the same property conveyed by Warranty Deed to Gall Ranch Investments, LLC, a Texas limited liability company recorded in Volume 1311, Page 622 of the Real Property Records of Lee County, Texas and;

WHEREAS, the above referenced property has been subdivided as set out in the Gall Ranch Subdivision , a subdivision of 105.779 acres of land in the A.C. Delaplain Survey, Abstract 83, Lee County, Texas recorded in Plat Slide 131 B-2, Plat Records of Lee County, Texas.

WHEREAS, Declarant plans to convey the above described property in various lots and parcels, to be subject to certain protective covenants, conditions and restrictions as hereinafter set forth.

NOW, THEREFORE, it is hereby DECLARED that all of the property described above shall be held, sold and conveyed subject to the following restrictions, conditions and covenants which are imposed upon said land and which shall run with the subject real property for the purpose of preserving and promoting the primary use of such acreage for family residential and agricultural purposes and which shall be binding on all parties who have or who hereafter

acquire any right, title or interest in or to the above described property or any part thereof, and on their heirs, successors and assigns, and which said covenants, restrictions and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

Definitions

1.01. **“Owner”** shall refer to the record owner of the fee simple title to any portion of the subject property, whether one or more persons or entities.

1.02. **“Property”** shall refer to that certain real property described in Exhibit “A” as attached hereto and to any part or parcel of same which is hereafter conveyed by Declarant to any individual or entity.

ARTICLE TWO

Use Restrictions

2.01. Except as provided below, all parts and parcels of the Property shall be used solely for residential and agricultural purposes and no buildings shall be constructed, erected or placed on any part or parcel of the Property that do not comply with the requirements set out herein. Outbuildings (such as sheds, pool houses, barns, garages, playhouses etc.) are allowed, however, no person(s) shall reside in an outbuilding except as follows: Upon the initial building of the permanent site built home, the Property owner can reside in an outbuilding for no more than one year. The Property owner can have guests that temporarily stay in an outbuilding on the Property for no more than a three-month period and for now more than 2 three-month periods per calendar year.

2.02. The Property shall contain site-built homes only as the main home. **No manufactured/mobile homes or modular homes shall be located on the property on either a temporary or a permanent basis.**

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

2.04. No person(s) shall reside in a RV or other temporary type accommodation. Provided however, that upon the initial building of the permanent site-built home, the Property owner can reside in an RV for no more than one year. The Property owner can have guests that temporarily stay in an RV on the Property for no more than a three-month period and for not more than 2 three-month periods per calendar year.

2.05 Commercial operations are not permitted on the Property. This restriction does not prohibit any Owner of one or more parcels of the Property from utilizing the premises for farming and ranching operations except for the exclusion applicable to hogs as set out below. This provision also does not prohibit the Owner from using the land in a manner to maintain the AG exemption currently on the property except as specifically set out with respect to hogs.

2.06. Travel trailers, motor homes, boats and agricultural equipment may be kept on the Property provided that such belongings are regularly stored in barns or garages situated on the premises except as set out above.

2.07. No junk yards, repair yards or wrecking yards shall be located on the Property. Any vehicle in a state of disrepair or which is unlicensed or unregistered that is placed on any parcel of the Property for more than two (2) weeks shall constitute a "junk yard". All vehicles on the Property must have current licenses and registrations.

2.08. The installation of septic tanks and soil-absorption sewage disposal systems shall be in accordance with the minimum recommendations required by Lee County and the State of Texas, its agencies or subdivisions.

2.09. None of the original parts or parcels of land as depicted on the attached Exhibit "A" shall be partitioned and/or subdivided and no more than one single-family dwelling may be erected or constructed on any parcel. This restriction does not prohibit outbuildings such as pool houses, sheds, play houses, barns, garages or similar structures. However, no structure other than the main residence can be used as a residence on a temporary or permanent basis, except as set out in 2.01 above.

2.10. No hogs or pigs shall be maintained on any parcel of the Property on either a temporary or permanent basis except for "show hogs" being raised for 4-H or FFA Competition by a child who resides in the dwelling on the Property.

2.11. No metal towers of any type shall be erected on any parcel of the property. This does not prohibit personal internet tower for the use of the occupant of the residence only as set forth in 2.19 below. However, any such tower put in place for personal internet usage may not be leased, sold or otherwise used for any purpose other than to provide internet services to the occupant of the residence in question only.

2.12. The Owner of each parcel of the Property shall keep the frontage to the premises clean and reasonably clear of weeds and other debris to maintain an attractive appearance from the roadway.

2.13. No commercial signs of any kind shall be displayed in public view on any parcel of the Property except for signs advertising that the Property is available for sale or rent. In the

latter event, only one sign nor more than 10 square feet may be placed on any single parcel of the Property for advertising purposes.

2.14. No open pits or structures may be constructed on any parcel of the Property for the purpose of mining and removing sand, gravel, or other substances or surface minerals at any place which is in view of the adjacent roadway.

2.15. No parcel of the property shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and/or disposal of such materials shall be kept in a clear and sanitary condition.

2.16. No Owner of any parcel of the Property shall be authorized to materially divert the natural flow and drainage of water to or away from the parcel belonging to another Owner without obtaining his, her or its advance consent to such diversion. However, this provision shall not preclude any Owner from constructing a stock pond on any parcel of the property without an adjoining neighbor's consent provided that the dam or enclosure shall be constructed with a sufficient spillway to avoid the destruction of the dam and related damage to adjacent tracts caused by over-filling. Any dam created by a newly constructed pond shall not exceed seven feet (7') over existing elevation.

2.17 No operations can take place on the Property that create excessive noise.

2.18 No dog kennel operations are allowed.

2.19. No building, antenna or other obstacle shall be constructed that exceeds 40 feet in height, except if required for personal internet service for the occupant of the residence only.

2.20 EASEMENTS. Easements for installation and maintenance of utilities as shown on the recorded plat. By acceptance of a deed to any one or more of the above lots, the owner

thereof covenants and agrees to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot conveyed by deed, including the keeping of weeds and grass mowed within such area.

ARTICLE THREE

General Provisions

3.01. The Declarant or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions and covenants now or hereafter imposed under this Declaration. The failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed to waiver the right to do so thereafter.

3.02. The invalidation of one or more of the covenants, conditions or restrictions set out herein by judgment or court order shall in no manner affect any other provision and all other provisions hereof shall remain in full force and effect.

3.03. These restrictions, conditions, and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring any portion of the Property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any parcel shall thereby agree and covenant to abide by and fully perform the foregoing restrictions, conditions and covenants. These covenants shall run with the land and shall be binding for a period of twenty (20) years from the date on which this Declaration is validated by filing in Real Property Records of Lee County, Texas. After the expiration of the twenty year period, said covenants, conditions and restrictions shall be subject to renewal and/or modification by an instrument signed by the owners of a majority of the total acreage contained in the Property as described on the attached Exhibit "A", so long as Declarant no longer owns any tracts. As long as Declarant owns any of the tracts, the covenants, conditions and

restrictions can only be modified by Declarant. No such amendment or renewal shall be effective, however, until it is recorded in the Real Property Records of Lee County, Texas and, if the Property is then subject to any further governmental regulation, until approval of such body or agency has been obtained.

EXECUTED by the Declarant, this the 28 day of February, 2022.

GALL RANCH INVESTMENTS, LLC,
A Texas limited liability company

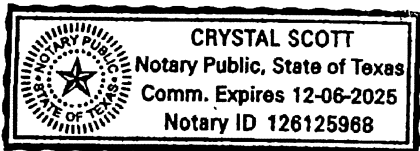
By: *Adnan Awad*
ADNAN AWAD, Member

By: *Marty Lindner*
MARTY LINDNER, Member

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FILED FOR RECORD
SHARON BLASIG
COUNTY CLERK
LEE COUNTY, TX

THE STATE OF TEXAS §
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COUNTY OF LEE §

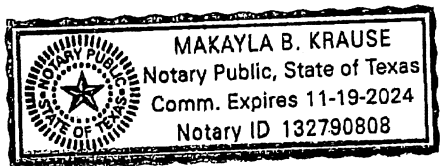
This instrument was acknowledged before me this 28th day of February, 2022 by **ADNAN AWAD, Member on behalf of GALL RANCH INVESTMENTS, LLC, a Texas limited liability company.**



Crystal Scott
Notary Public, State of TEXAS

THE STATE OF TEXAS §
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This instrument was acknowledged before me this 28th day of February, 2022 by **MARTY LINDNER, Member on behalf of GALL RANCH INVESTMENTS, LLC, a Texas limited liability company.**



Makayla Krause
Notary Public, State of TEXAS