

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS**

THE STATE OF TEXAS §

COUNTY OF JACKSON §

THIS DECLARATION, is made on the date hereinafter set forth by _____,
hereinafter collectively referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain acres in Jackson County, Texas described as follows
(the “Property”):

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, easements, conditions,
stipulations and reservation upon and against the Property, in order to establish a uniform plan for the development,
improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both
the present and future owners of any portion of the Property;

NOW, THEREFORE, Declarant hereby declares, adopts, establishes and imposes upon the Property the
following reservations, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of
enhancing and protecting the value, desirability and attractiveness of the Property, and all of which reservations,
easements, restrictions, covenants and conditions shall run with the land and shall be binding upon all parties having
or acquiring any right, title or interest therein, or any part thereof, their heirs, successors or assigns, and shall inure
to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. “Owner” shall mean and refer to the record owner, whether one or more persons or
entities, of a fee simple title to any portion on the Property and/or of any Tract, including contract sellers, but
excluding those having such interest merely as security for the performance of an obligation and those having only
an interest in the mineral estate.

Section 2. “Property” shall mean and refer to that certain real property hereinbefore described.

Section3. "Tract" shall mean and refer to any portion of the Property subsequently subdivided by Declarant. Declarant shall be the owner of all of said Tracts SAVE AND EXCEPT only those particular Tracts which Declarant conveys in fee simple title by recordable deed from and after the date hereof. Each Tract conveyed may be more particularly designated by separate metes and bounds description and shall constitute a freehold estate subject to the terms, conditions, easements and provisions hereof.

Section4. "Declarant" shall mean and refer to _____, acting by and through its successors and assigns.

ARTICLE II

USE RESTRICTIONS AND ENFORCEMENT

Section 1. Use Restrictions.

- A) Each Tract shall be used for residential purposes only and nothing shall be done which may be or become an annoyance or nuisance to the adjoining Property or Tract Owners. No part of the said Property or Tracts shall be used for Commercial purposes except the raising of livestock.
- B) No Tract of land will be allowed to be subdivided. Only one residential dwelling will ever be allowed to be constructed on each Tract.
- C) No manufactured or modular housing unit(s) shall be placed on said property. No multi-family residence shall be built on said property. No travel trailer or recreational vehicle shall be placed on said property for the purpose of temporary or permanent residence.
- D) Only Equine and Bovine animals will be allowed to openly graze on the subject Property and/or Tracts. Rabbits, poultry, quail, dove or other birds must be kept in caged areas. No hogs, pigs, sheep or goats will be allowed except for 4H and County Fair Projects. Any animal that a majority of the Owners deem to create a health problem of nuisance shall be removed. Each owner will practice good grazing methods and will not allow their Tract to be over grazed.
- E) No burning of trash shall be permitted. No property shall be used or maintained as dumping grounds for trash. No dumpsters shall be placed anywhere except during construction of a residence. Garbage shall not be kept except in sanitary containers and such containers shall be kept in a clean and sanitary condition. Other than on the day of trash pickup no trash cans or garbage cans shall at any time be permitted to remain on the street, or in front of their property.
- F) The living area of the main residential structure on any Tract (exclusive of porches and garages) shall not be less than twelve hundred (1200) square feet, new construction. The construction of any residence shall involve the use of brick veneer, stone, stucco, or other approved masonry around the outside perimeter of the building and a concrete slab.
- G) All residences shall be completed within 18 months following the date on which foundation forms are set.

- H) Fences facing any paved road shall be constructed of wood, pipe, brick, stucco or vinyl and shall be no higher than 54" in height, and may consist of barbed wire or net wire fencing.
- I) All barns and outbuildings will be constructed in good workman like manner and will not be constructed closer than 50' from their property line. No more than two outbuildings may be placed on a single tract.
- J) All water wells and septic systems shall meet county code.
- K) The Principal residence shall not be closer than 100' from the property line of any tract.
- L) All improvements upon the Property, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the owner or owners thereof.
- M) No stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the Property in front of a permanent structure, and same shall be kept, parked, stored or maintained on other portions of the Property only within an enclosed structure or a screened area which prevents the view thereof from adjacent tracts, streets, or roads. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street or road.
- N) Domestic household pets and reasonable livestock or animals typically associated with rural Jackson County, Texas, residential living, within the ordinary meaning and interpretation of such words, may be kept or maintained on the Property. Dog or cat kennels, commercial livestock feedlots, and commercial swine or poultry operations or houses are strictly prohibited.
- O) No activity, whether for profit or not, shall be carried on upon any Tract which is not related to single-family residential purposes or as provided for herein. No noxious or offensive activity of any sort shall be permitted nor shall anything de bone on any Tract which may be, or may become, an annoyance or nuisance to neighbors.
- P) No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Tract. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

Section 2.

Enforcement of Deed Restrictions. The restriction herein set forth shall be binding upon the Property and/or Tracts, their successors and assigns, and all parties claiming by, through or under, and all subsequent Owners of any portion of the Property or Tracts, each of whom shall be obligated and bound to observe such restrictions, covenants, easements and conditions; provided, however, that no such person or persons shall be liable except for breaches committed during his or their ownership of said Property or Tracts. The Owner of any Tract, shall have the right to enforce observance and performance of the terms and conditions of the easements, restrictions, covenants and conditions herein stated, and in order to prevent a breach or to enforce the observance or performance of same shall have the right, in addition to all other legal remedies, to

prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. If any Owner(s), retain an attorney to enforce the terms and conditions of the easement, restrictions, covenants and conditions herein stated in this Declaration, such Owner(s), shall be entitled to recover reasonable attorney's fees and court and other costs.

ARTICLE III

SECURITY

The Declarant shall not in any way be considered an insurer or guarantor of security within the Property. The Declarant shall not be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken. Owners, lessee and occupants of all Tracts, on behalf of themselves, and their guests and invitees, acknowledge that the Declarant does not represent or warrant that any fire protections, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devises, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, patrol services, surveillance equipment, monitoring devises or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Owners, lessees, and occupants of Tracts on behalf of themselves, and their guests and invitees, acknowledge and understand that Declarant is not an insurer and that each Owner, lessee and occupant of any Tract and on behalf of themselves and their guests and invitees assumes all risks for loss or damage to persons, to residential dwellings and to the contents of their residential dwelling and further acknowledges that the Declarant has made no representations or warranties nor has any Owner or lessee on behalf of themselves and their guest or invitees relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devises or other security systems recommended or installed or any security measures undertaken within the Property.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Term and Enforcement. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them forever. The terms and provisions of the Declaration may be amended only by Declarant so long as Declarant owns any portion of the Property or any Tract by instrument setting forth said changes and signed by Declarant and placed on record in the Official Public Records of Real Property of Jackson County, Texas. At which time Declarant no longer owns any portion of the Property or any Tract, the terms and provisions of this Declaration may be amended when an instrument setting forth said changes and signed by those persons owning at least two-thirds (2/3) of the Property or Tracts is placed on record in the Official Public Records of Real Property of Jackson County, Texas. No person shall be charged with notice or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Jackson County, Texas.

Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for Declarant, or any Owner, to prosecute an proceedings at law or in equity against the person or Owner violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarant or owner that successfully prosecutes an action at law or in equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorney's fees, incurred by the Declarant or Owner in compelling compliance with these Restrictions. Failure by Declarant or Owner to

enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants by judgement or other Court Order shall in no way affect any of the other provisions which remain in full force and effect.

EXECUTED this _____ day of _____, 2019

DECLARANT:

By:

By:

By:

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such Partnership, for the purposes and consideration therein expressed, and in the capacity therein state.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the _____ day of _____, 2019