

RESTRICTIVE COVENANTS

45527

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SAN JACINTO

That EB4 Holdings, LLC, d/b/a Rocking B Development, hereinafter called Owner, being the owner of a certain tract of land; Being 5.4071 acres of land out of the Uriah Gibson Survey, Abstract 133, San Jacinto County, Texas as conveyed to it by deed dated August 8, 2022, and recorded in County Clerk's File Number 20225774, San Jacinto County Deed Records, Subdivision Acreage acres of land out of the Original Survey, to be known as the BLUEGILL, does hereby establish restrictions, covenants, and building set back lines to apply uniformly to the use, occupancy, and for the benefit of the present and future owners in said subdivision.

1. The premises (lots) conveyed shall be used for residential purposes only, and no structure shall be erected or altered or permitted on these premises other than a one family dwelling, not to exceed two (2) stories in height, and private garage for not more than three (3) cars, and other buildings incidental to residential use.
2. No Building, whether of a temporary or permanent nature, will be permitted to be moved upon these premises. All buildings must be constructed on the premises. No trailer, basement, tent, shack, garage, barn, or other out-building erected on the premises shall not at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. All dwellings must be completed both interior and exterior within a reasonable length of time not to exceed 180 days after the beginning date of construction.
3. Natural or made drainage channels and/or flows shall be maintained at all times, and no Owner shall take any action or place any improvements on any lot which shall block, retard and or divert such natural drainage channels and/or flows.
4. The ground floor area of the main residential structure, exclusive of garages, and porch areas, shall not be less than Eleven Hundred Feet (1100) in the case of one story structures, nor less than Nine Hundred Square Feet (900) in the case of multi-story structures.
5. None of said lots shall be re-subdivided in any fashion, except that any person owning two (2) adjoining lots may consolidate such lots into a single family home site, and any such consolidated lots shall be considered as a single lot for the purposes hereof. No more than two (2) lots may be consolidated into a single home site.
6. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. All permanent residential structures and garages shall have composition type shingles, with minimum design criteria of two hundred and twenty pounds (220#).
8. No signs of any character shall be allowed on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale, provided, however, that the developer shall have the right, during the sales and development period contemplated hereunder, to construct and maintain such facilities as may be reasonably necessary or convenient, as may be determined by the developer, for such sales and development, including, but not limited to, signs, offices, storage areas, and model units.
9. No oil well drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavation, or other minerals shall be erected, maintained, or permitted on any lot.
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and no rubbish, trash, garbage, or other waste, shall be kept on any lot except in sanitary containers. All equipment for the storage and/or disposal of such materials shall be kept in a clean and sanitary condition. Each owner shall make all necessary and appropriate arrangements for garbage and refuse disposal.
11. All lots shall at all times keep and maintain such lot and the premises thereon in a neat, orderly, sanitary, healthful and attractive manner, and shall at all times keep weeds and grass thereon cut in compliance herewith.
12. The use or discharge of any firearm, pellet gun, or air rifle in any manner is expressly and absolutely prohibited in the subdivision and on any property owned by the Developer adjacent thereto.
13. The parking of boats, trailers, motor homes and campers in a driveway is permitted for short periods, not in excess of seventy-two (72) consecutive hours and no more than six (6) calendar days per month. Parking of boats, trailers, motor homes and campers anyplace but a driveway is prohibited.
14. The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the subdivision. No car, boat or other vehicle or equipment not in running condition and regularly used by the lot owner shall be allowed on any lot in the subdivision, unless enclosed within the garage. The repairing of motor vehicles, boats, or any other items of a mechanical nature of any kind shall not be permitted on any lot in the subdivision, unless within the garage.

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RESTRICTIVE COVENANTS

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- 15. Owner, at its absolute discretion and option without any responsibility or liability for its failure to act, or any lot owner, shall have the right to enforce, by any proceeding at the law or in equity, all or any of the restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any lot owner violating any of the restrictions, conditions, or reservations of this declaration shall be responsible and liable for all damages, costs, expenses, and attorney's fees incurred by Owner in enforcing any provision hereof.
- 16. No professional, business or commercial activity shall be conducted on said premises.
- 17. No cattle, hogs, livestock or poultry of any kind shall be raised, bred, or kept, provided that they are not kept on this property. Dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes. That they do not become a nuisance or annoyance to the neighborhood.
- 18. All houses constructed shall be at least ninety percent (90) brick, stone, or hardy siding.
- 19. Must have a concrete driveway from garage to street.
- 20. No walls, fence or hedge shall be erected or maintained nearer to the street than the residential building dwelling. No side or rear fence, wall or hedge shall be more than eight (8) feet high. Any wall, fence or hedge erected on a lot by Owner or his assigns shall pass ownership with title to the property and it shall be owner's responsibility to maintain side wall, fence or hedge.
- 21. These covenants, conditions, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period and term of TWENTY FIVE (25) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of TEN (10) years each. The covenants, conditions and restrictions of this Declaration may be amended during the first TWENTY FIVE (25) year period by an instrument signed by not less than ONE HUNDRED (100%) of the then lot owners of property, each lot or tract having ONE (1) vote, and thereafter during any successive TEN (10) year period by an instrument signed by not less than SEVENTY FIVE (75%) of the then lot owners, each lot or tract having ONE (1) vote. No amendment shall be effective until recorded in the Deed Records of San Jacinto County, Texas.

Executed this day of March 18, 2024


 Ernest J. Bailes, IV, Managing Member

AFTER RECORDING RETURN TO:
 EB4 Holdings, LLC, d/b/a Rocking B Development
 Ernest Bailes
 195 Rock House Rd
 Shepherd, TX 77371

THE STATE OF TEXAS
 COUNTY OF SAN JACINTO

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This foregoing instrument was acknowledged before me on this the 18th day of March 2024, by Ernest J. Bailes, IV.




 NOTARY PUBLIC, STATE OF TEXAS

20241496

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Filed for Record in:
San Jacinto County

On: Mar 18, 2024 at 11:51A

As a
Recordings

Document Number: 20241496

Amount 24.00

Receipt Number - 65566

By,
Michelle Clark

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Dawn Wright hereby certify that this
instrument was filed in number sequence on the date
and time hereon by me, and was duly recorded in the
OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas
as stamped hereon by me on

Mar 18, 2024

Dawn Wright, County Clerk
San Jacinto County, Texas