

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
A00019 FJ GREENWOOD, TRACT 20, BEING 98.47 ACRES AND ALSO  
REFERRED TO AS CEDAR RIM**

THE STATE OF TEXAS       §  
  §  
COUNTY OF GRIMES       §

These Covenants, Conditions, and Restrictions (the “Restrictions”) are made by Troy & Sabrina Brimage, Cedar Rim or as assigned (the “Declarant”).

WHEREAS, Declarant is the original owner of that certain real property with the Legal Description A00019 FJ Greenwood, Tract 20 in Grimes County, Texas consisting of four (4) tracts, and a dedicated road, totaling 98.47 acres, which are more particularly described in Exhibit A attached hereto (the “Property”).

WHEREAS, Declarant desires to impose upon the Property certain uniform and common covenants, conditions, and restrictions, as more particularly set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, covenant, conditions, and restrictions, which are for the purpose of protecting the value, natural beauty, and desirability of the Property, and shall constitute covenants running with the land that are binding on all parties having any right, title, or interest in the Property or any part thereof, and on their respective heirs, personal representatives, successor, and assigns, and shall inure to the benefit of each owner of the Property and the Declarant.

**ARTICLE 1  
DEFINITIONS**

**Section 1:** “Association” shall mean and refer to Troy & Sabrina Brimage, Cedar Rim or their successors and assigns.

**Section 2:** “Owner” or “Owners” shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Tract out of the Property, including contract sellers, but excluding those having such an interest as security merely for the performance of an obligation, such as lenders.

**Section 3:** “Property” shall mean and refer to that certain real property described above and herein.

**Section 4:** “Common Area” shall mean all real property owned by the Association for the common use and benefit of the Owners of the Property containing community mailboxes, entrances to the development, and easements as shown on the recorded subdivision plat of the Property.

**Section 5:** “Tract” shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision plat of the Property but excluding the Common Area.

**Section 6:** “Declarant” shall mean and refer to Troy & Sabrina Brimage, Cedar Rim or their successors and assigns.

**Section 7:** “Road” or “Roads” shall mean all roads shown on the recorded plat or supporting documents of the Property.

## **ARTICLE 2** **USE RESTRICTIONS AND ARCHITECTURAL CONTROLS**

**Section 1. Construction of Improvements.** Each Tract shall be used only for single-family residence purposes, as defined hereinafter, and shall be in compliance with the following.

- 1.01 The main residence shall be a single-family residential dwelling (exclusive of out buildings, guest houses, porches, garages, and servants quarters) of not be less than two-thousand (2,000) square feet.
- 1.02 Sheds and small storage buildings are permitted only if they are harmonious with the other structures on the Tract and in compliance with set back lines.
- 1.03 Manufactured and/or mobile homes and/or modular homes and buildings are strictly prohibited.
- 1.04 Guest Quarters may be built after the main home, and must be at least 500 Sq. Ft. of living space.

- 1.05 RV's and campers may be used for weekend camping or as a temporary residence for up to 18 months during construction of the primary residence.
- 1.06 There is no required construction time from purchase date, a property owner may wait as long as they wish to build. Once construction begins on each specific improvement, the improvement or building must be completed with-in 18 months.
- 1.07 Driveways must be paved with asphalt, crushed concrete, limestone, concrete or pavers stone at a minimum of 12 foot wide and for a distance of 50 feet inside the property line.
- 1.08 No tract shall be subdivided unless otherwise approved by Association.
- 1.09 Firearms are allowed for family use only. No commercial shooting range is allowed.
- 1.10 Swine is limited to FFA or 4H School projects. Poultry will be limited to 3 per acre (17 acres = 51 chickens). Horses, Cattle & other livestock may be kept on any tract so long as they are fenced & maintained in clean sanitary conditions. No more than one large animal unit per 1.4 acres will be allowed, (17 acres = 12 animal units). Dogs must be contained on said owner's tract of land.

**Section 2. External Materials.** The main residence and any attached garage, guest house, and/or servant's quarters shall use external materials consisting of masonry, brick, stone, cement board, stucco, cedar, or other wood siding (or a combination of these siding types) and shall have roofing material consisting of composition shingle, tiles, slate, or metal.

**Section 3. Setbacks, Location of Improvements, and Driveways.** No structures or other improvements shall be located on any Tract within one hundred feet (100') of the main road and fifty feet (50') of all side and rear lot lines.

**Section 4. Storage of Automobiles, Boats, Trailers, RVs, and Other Vehicles.** No boats, trailers, travel trailers, automobiles, trucks, tractor-trailers, campers, or vehicles of any kind shall be stored permanently or semi-permanently on any main roads, easements, or driveways.

**Section 5. Home Office.** Business owners, Independent Contractors, Subcontractors and home-based employee offices constructed to match "Section 2. External

Materials” are acceptable.

**Section 6. Commercial Storefront.** No Commercial storefront structure, whether for profit or not, open to the public or business invitees is prohibited. Commercial activity that involves, directly or indirectly, the storage, warehousing, and/or distribution of goods or services is also prohibited.

**Section 7. Walls, Fences, and Hedges.** As part of the common scheme and plan for a more unified and harmonious acreage, Owners are not required to fence their Tract. However, if an Owner chooses to fence their Property along the main road, such fencing shall be built on the front property line and shall consist of a four-rail wood fence that shall be painted black. Side and rear fences that are considered “high fences” or “game-proof” fences that prohibit native animals, such as deer, from moving freely through the development are prohibited. This will help residents maintain a wildlife exemption for property tax purposes. Side and rear fences can be barbed wire or no-climb fences in the discretion of the Owners, and all such fences must be installed on the property lines. If an Owner installs a pool, all pool equipment must not be visible from the main road, which may require the construction of a short pony wall to hide the pool equipment.

**Section 8. Mineral Operations.** No oil, gas, or other mineral drilling, development operations, refining, quarry, or mining operations of any kind shall be conducted or permitted on any Tract. No wells (excluding water wells, septic tanks, and buried propane tanks for residential use), tunnels, mineral excavation, or tanks shall be permitted on any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted on any Tract.

**Section 8. Subdividing.** No tract shall be subdivided unless otherwise approved by the Association being Troy & Sabrina Brimage, Cedar Rim or their successors and assigns.

**Section 9. Shooting Ranges, Wind Turbines, Cell Towers.** Firearms are allowed for family use only. No commercial shooting range, Cell Tower or Municipality Water Towers are allowed.

### **ARTICLE 3**

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Easement Maintenance Agreement (EMA).** Each tract is subject to an annual Road Maintenance Fee of \$600.00. An accompanying Road Maintenance Agreement is being drafted at the date of this documents existence.

**ARTICLE 4**  
**GENERAL PROVISIONS**

**Section 1. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended during the first forty (40) year period by an instrument signed by those Owners of Lots owning not less than ninety percent (90%) of the Lots, Declarant may amend this Declaration without approval or consent of Owners of the Tracts by an instrument signed by it any time during the period ending on the later of: (a) two (2) years from the date of recordation of this instrument, or (b) when the Declarant has sold ninety percent (90%) of the Tracts. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed in the Deed Records of Grimes County, Texas.

SIGNED the \_\_\_\_\_ day of \_\_\_\_\_, 2024

The Association being Troy & Sabrina Brimage, Cedar Rim or their successors and assigns.

By: \_\_\_\_\_  
Troy Brimage

By: \_\_\_\_\_  
Sabrina Brimage

THE STATE OF TEXAS §

§

COUNTY OF GRIMES §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by Troy & Sabrina Brimage, Cedar Rim or their successors and assigns., on behalf of and in the capacity stated therein.

