

**Declaration of Restrictive Covenants of the  
PORCH SWING PLANTATION Subdivision, Washington County, Texas**

**Basic Information**

Date: **Effective as of June \_\_\_\_, 2024**

Declarant: **Porch Swing Investments, LLC**

Declarant's Address: **P.O. Box 907, Wallis, Texas 77485**

Property: **9 lots in Block 1 and 6 lots in Block 2 of the PORCH SWING PLANTATION Subdivision, Washington County, Texas, described more particularly in the Recorded Plat attached hereto as Exhibit "A".**

**Definitions**

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means **Porch Swing Investments, LLC, a Texas limited liability company**, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in **Sheet 843A&B** of record in the Plat records of **Washington County**, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for the payment of money.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, barn, shop, pool house, mother-in-law suite, rooms attached to a barn or shop, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

### **B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

### **C. Use and Activities**

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;

- d. any dumping of rubbish;
- e. any storage of—
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except (a) vehicles in a garage or Structure or operable automobiles on a driveway **and** (b) not more than one (1) Semi-Truck and Trailer **or** one (1) Dump Truck **or** (1) 18- wheeler; or
  - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;
- g. any keeping or raising of animals, livestock, or poultry, except for:
  - (1) common domesticated household pets, such as dogs and cats, not to exceed **four (4)** confined to a fenced yard or within the Residence;
  - (2) chickens kept in a chicken coop not visible from the roadway;
  - (3) one (1) horse, one (1) cow, one (1) swine, one (1) goat or (1) lamb per one (1) acre of property;
  - (4) animals registered or raised pursuant to an FFA or 4H program are allowed;
  - (5) no donkeys, roosters or peacocks are allowed.
- h. any commercial or professional activity except reasonable home office use;
- i. *Intentionally Deleted*;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except—
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
  - ii. political signage not prohibited by law;
- l. installing a mobile home, manufactured home, manufactured housing, motor home or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern or the natural flow of surface water;

- o. *Intentionally Deleted;*
- p. occupying a Structure that does not comply with the construction standards of a Residence; and
- q. *Intentionally Deleted.*

**D. Construction and Maintenance Standards**

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.
- b. *Concrete Slab.* All Residences and Structures must be built upon a concrete slab as applicable.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least **1800** square feet.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence.
- e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.
- f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within **60** days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within **90** days and the Lot restored to a clean and attractive condition.
- g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located

forward of the front wall line of the Residence, except for trellises and decorative fences. Each Lot shall be required to have installed at the front of each Lot facing the roadway a decorative fence composed of a wooden 3 rail corral type fence **or** a wrought iron fence.

- h. *Residence and Structures on each Lot.* Each Lot shall contain one (1) Residence and may contain structures such as shops, barns, pool houses, mother-in-law suites and/or rooms attached to a barn or shop.
- i. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- j. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.
- k. *Intentionally Deleted.*

3. *Building Materials for Residences and Structures*

- a. *Intentionally Deleted.*
- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- c. *Exterior Walls.* All Residences must have exterior walls that contain at least two (2) distinct recognized building materials such as stone, brick, cedar siding, Hardie plank, wood, etc...
- d. *Intentionally Deleted.*
- e. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

**E. General Provisions**

1. *Term.* This Declaration runs with the land and is binding for a term of **Forty (40)** years. Thereafter this Declaration automatically continues for successive terms of **Forty (40)** years each, unless within Six (6) months before the end of a term **Fifty-One percent (51%)** of the Owners vote not to extend the term.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of **Fifty-One percent (51%)** percent of the Owners.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Annexation of Additional Property.* On written approval of Declarant and not less than **Fifty-One percent (51%)** percent of the Owners, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

8. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

9. *Association.* The Owners of **Fifty-One percent (51%)** of Lots in the Subdivision may authorize the formation of an association of Owners (“Association”) by signing and acknowledging a statement containing (a) the proposed Association’s name and type of entity and (b) the names and addresses of the initial directors. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, “Dedicator Instruments”).

If an Association is formed, every Owner will be a member and agrees to comply with the Dedicatory Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. If more than one person is an Owner of a Lot, only one vote may be cast for the Lot. The Association will have the powers of a Texas [nonprofit corporation/unincorporated nonprofit association] and a property owners’ association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any common areas. An assessment is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor’s lien on each Lot, and the lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association’s lien as to assessments due before the foreclosure. The bylaws or the rules of the Association establish when assessments are due, how assessment amounts may be changed, and the Association’s rights to collect assessments. Regular assessments [will be equal for all Lots/will be based on the size of each Lot, rounded to the nearest one-tenth of an acre]. The bylaws and rules may also specify the Association’s remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedicatory Instruments; and assess an Owner for attorney’s fees and costs arising out of enforcement actions, foreclosure of the Association’s lien, or suspension of an

Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedicatory Instruments.

**Declarant**      **PORCH SWING INVESTMENTS, LLC**

**By:** \_\_\_\_\_  
          **Paul Manley as Manger**

**ACKNOWLEDGEMENT**

STATE OF TEXAS, \_\_\_\_\_ County ss:

This instrument was acknowledged before me on \_\_\_\_\_, 2024 by **Paul Manley as Manager of Porch Swing Investments, LLC, a Texas limited liability company.**

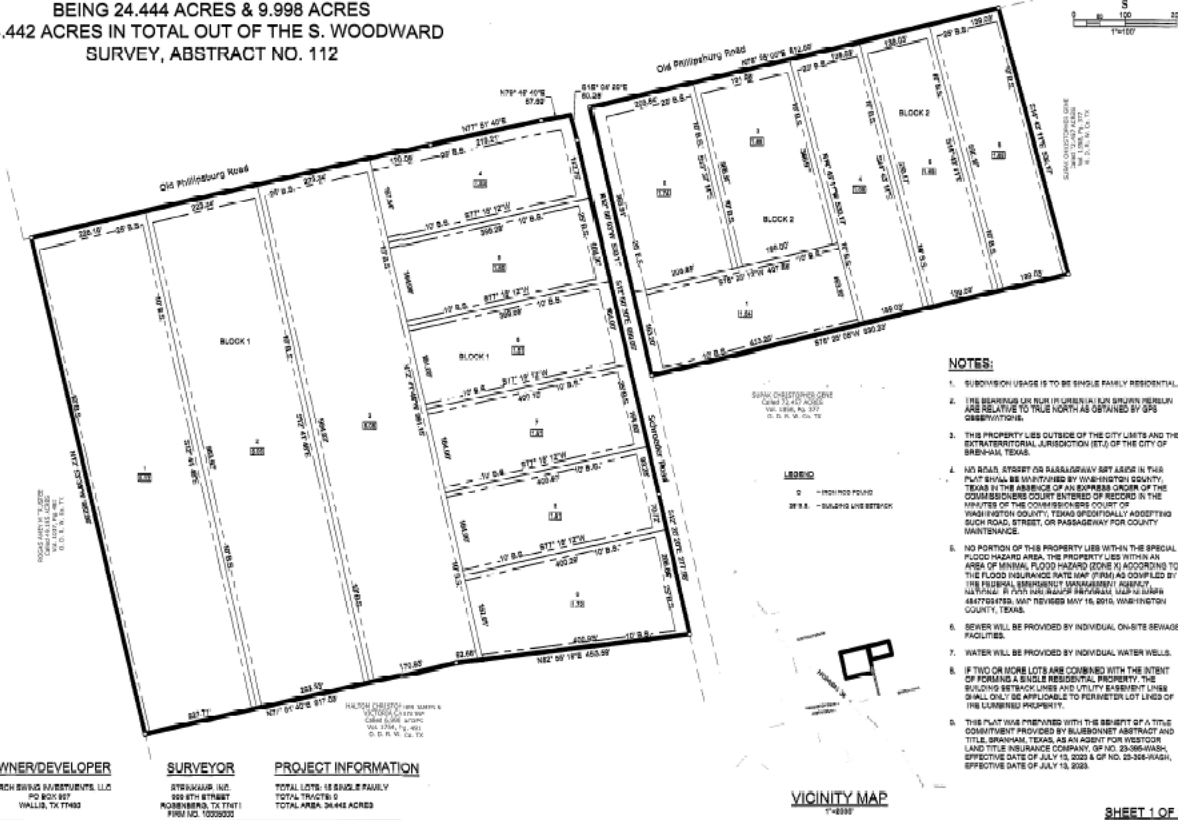
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\_\_\_\_\_  
Notary Public

# Exhibit "A"

[Recorded Plat attached]

**FINAL PLAT OF  
PORCH SWING PLANTATION**  
WASHINGTON COUNTY, TEXAS  
BEING 24.444 ACRES & 9.998 ACRES  
34.442 ACRES IN TOTAL OUT OF THE S. WOODWARD  
SURVEY, ABSTRACT NO. 112



**OWNER/DEVELOPER**  
PORCH SWING INVESTMENTS, L.L.C.  
PO BOX 887  
WALLIS, TX 77482

**SURVEYOR**  
STRICKLAND, INC.  
888 8TH STREET  
ROSENBERG, TX 77471  
PROM NO. 10209002

**PROJECT INFORMATION**  
TOTAL LOTS: 18 SINGLE FAMILY  
TOTAL TRACTS: 2  
TOTAL AREA: 34.442 ACRES



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PORCH SWING PLANTATION  
WASHINGTON COUNTY, TEXAS  
BEING 24.444 ACRES & 9.998 ACRES  
34.442 ACRES IN TOTAL OUT OF THE S. WOODWARD  
SURVEY, ABSTRACT NO. 112**

**SURVEYOR'S ACKNOWLEDGMENT**

THE STATE OF TEXAS  
COUNTY OF FORT BEND.

I HEREBY CERTIFY THAT I, FRANKLIN R. SCHODER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, REGISTRATION NO. 1099 HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND MEETING ALL REQUIREMENTS AS SET FORTH BY THE TERMS; AND THAT ALL EASEMENTS AS APPEAR OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, TEXAS, ARE SHOWN; THAT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVE ARE PROPERLY MARKED WITH IRON RODS OF UNIFORM 5/8 INCH DIAMETER AND THIRTY (30) HIGHER LONG; AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE UNDER MY SUPERVISION.

DATE FEBRUARY 26, 2024  
*Franklin R. Schoder*  
FRANKLIN R. SCHODER  
TEXAS REGISTRATION NO. 1099



**OWNER DEDICATION**

THE STATE OF TEXAS  
COUNTY OF Washington  
I, PAUL MANLEY, PRESIDENT OF PORCH SWING INVESTMENTS, LLC, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND HEREBY DEDICATE TO THE PUBLIC THE STREETS, ALLEYS, PARKS, BUILT-UP AREAS AND EASEMENTS TO BE SHOWN IN THE ABOVE AND RESERVE TO SAID SUBDIVISION AS PORCH SWING PLANTATION, LOCATED IN THE S. WOODWARD SURVEY, WASHINGTON COUNTY, TEXAS, AND ON BEHALF OF SAID PORCH SWING INVESTMENTS, LLC, I DO DEDICATE TO PUBLIC USE, AS SHOWN, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES REGARDLESS BY THE SEVERANCE OF DRAINAGE AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADINGS, AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE OF THE LAND SO DEDICATED.

THIS IS TO CERTIFY THAT I, PAUL MANLEY, PRESIDENT OF PORCH SWING INVESTMENTS, LLC, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAY OR PORCH SWING PLANTATION HAVE COMPLIED OR WILL COMPLY WITH ALL REGULATORY REQUIREMENTS OR FILE WITH THE COUNTY AND ACCEPTED BY THE COMMISSIONER COURT OF WASHINGTON COUNTY, TEXAS.

THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A SIX (6) INCH TO FIFTY (50) FEET ABOVE THE GROUND UPWARD, LOCATED AS SHOWN IN ALL GRADING SHOWN HEREON.

FURTHER WE, PORCH SWING INVESTMENTS, LLC, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A TRIP, A MINIMUM OF FIFTY (50) FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL DRAINAGE, NAVIGABLE, BLOWN OR OTHER NATURAL DRAINAGE COURSES LOCATED IN THE SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, DIVISION WASHINGTON COUNTY AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER, LOCATE, SAID EASEMENTS AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAY BE RESTRICTED IN ITS USES, IN WHATEVER MANNER SHALL RUN WITH THE TITLE TO THE PROPERTY, AND SHALL BE RESPONSIBLE, AT THE OPTION OF WASHINGTON COUNTY, BY WASHINGTON COUNTY OR ANY OTHER THEREOF, BY INSURANCE AS FOLLOWS:

1. THAT DRAINAGE OF SEPTIC TANKS INTO ROAD, STREET, ALLEY OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER.

FURTHER, I DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE PARCELS INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DEVELOPMENT (RESIDENTIAL USE) AND SHALL BE SUBJECT TO THE PROVISIONS OF MANUFACTURED HOUSING SUBDIVISION AND SHALL BE SUBJECT TO THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY, UNLESS OTHERWISE NOTED.

WITNESS MY HAND IN Houston, Washington COUNTY, TEXAS, THIS 26<sup>th</sup> DAY OF March, 2024.

*Paul Manley*  
PAUL MANLEY, PRESIDENT  
PORCH SWING INVESTMENTS, LLC

**NOTARY PUBLIC ACKNOWLEDGMENT**

THE STATE OF TEXAS  
COUNTY OF Washington

THIS INSTRUMENT WERE APPROVED AND SIGNED BEFORE ME ON the 26<sup>th</sup> DAY OF March, 2024, by Paul Manley.

*Deanna Gonzalez*  
NOTARY PUBLIC, STATE OF TEXAS



**COMMISSIONERS' COURT ACKNOWLEDGMENT**

APPROVED BY THE COMMISSIONERS COURT OF WASHINGTON COUNTY, TEXAS

THIS 10 DAY OF March, 2024

*M. D. DeLoach*  
COUNTY JUDGE

*David K. ...*  
COMMISSIONER, DISTRICT 1

*Phil ...*  
COMMISSIONER, DISTRICT 3

*Not Present*  
COMMISSIONER, DISTRICT 2

*Not Present*  
COMMISSIONER, DISTRICT 4

**COUNTY CLERK FILING ACKNOWLEDGMENT STATEMENT**

THE STATE OF TEXAS  
COUNTY OF Washington

*Beth Kethorn*  
CLERK OF THE COUNTY COURT OF WASHINGTON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE 14 DAY OF March, 2024, AT 2:01 O'CLOCK PM, AND DULY RECORDED ON THE 14 DAY OF March, 2024, AT 2:01 O'CLOCK PM IN CLERK'S EASEMENT 240418 OF RECORD IN THE PLAT RECORDS OF WASHINGTON COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT BIRMINGHAM, WASHINGTON COUNTY, TEXAS, THIS DAY AND DATE LAST ABOVE WRITTEN.

*Beth Kethorn*  
CLERK OF THE COUNTY COURT  
WASHINGTON, TEXAS