

**Declaration of Restrictive Covenants of the
Midway Acres, Phase 5
Subdivision**

Basic Information

Date: December 23, 2024

Declarant: JPR Investments, L.L.C., a Texas limited liability company

Declarant's Address:

JPR Investments, L.L.C.
1202 W. Church Street
Livingston, Texas 77351

Property: Tracts 32 through 57 of the Midway Acres, Phase 5 Subdivision, Polk County, Texas according to the map or plat thereof recorded in the office of the County Clerk of Polk County, Texas on November 26, 2024 in Volume 14, Page 001, and thereafter filed in the Plat Cabinet in Sleeve 304, Pages C & D and Sleeve 305, Page A, to which map or plat and its recording reference is hereby made for all intents and purposes.

Definitions

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

"Declarant" means JPR Investments, L.L.C., 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.

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

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

"Plat" means the Plat of the Property recorded in Volume 14, Page 001 of the real property records of Polk 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 consideration.

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

"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 Tract (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, 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 Tracts by their acceptance of their deeds, leases, or occupancy of any Tract 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 Tract.

3. Each Owner and occupant of a Tract 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 Tract 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 Tract 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 use that is unlawful or that is offensive by reason of odor, gas, fumes, dust, smoke, noise, pollution or vibration or that otherwise constitutes a nuisance or is hazardous by reason of excessive danger of fire or explosion;
- f. Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals, or refuse;
- g. Buring of trash is allowed in compliance with Polk County;
- h. Smelting of iron, tin, zinc or other ores refining of petroleum or its products;
- i. Storage in bulk of used materials, a junkyard, a scrap metal yard, or auto salvage yard;
- j. Industries, including, without limitation, heavy manufacturing, fabrication facilities and testing facilities;
- k. Resale or pawn shops, flea markets, or bankruptcy, fire sale or auction business;
- l. A tavern, bar, nightclub, discotheque or any other establishment selling alcoholic beverages for on premises consumption;
- m. An adult bookstore or other establishment selling, renting or exhibiting pornographic materials or any sexually oriented business;
- n. Any sexually oriented business, as the term is generally construed;

- o. Parking and/or storage of large vehicles, such as tractor/trailers and 18-wheelers;
- p. No Property or portion of any Property shall be used as a dumping ground for rubbish or trash or any hazardous materials, or waste, nor for storage of items or materials (except during construction of a building) and all Properties shall be clean and kept free of any boxes, rubbish, trash, or other debris. No refrigerators or other large appliances shall be placed outdoors and no inoperative motor vehicles without current license and inspection sticker shall be placed on or allowed to remain on any lot;
- q. No commercial, skeet, trap, or rifle range operation involving discharging of firearms is allowed;
- r. No outside toilet or privy shall be erected or maintained on any Property. The materials installed in, and all sanitary plumbing shall conform with the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. This provision does not apply to "porta-can" temporary toilets on the Property so long as such "porta-can" does not remain on the Property longer than sixty (60) days after any construction project is completed; and
- s. Animals, livestock or poultry are allowed, provided that no government regulations are violated. Dogs, cats, or other household pets may be kept, provided that they are not kept or bred in a commercial quantity.

D. Construction and Maintenance Standards

1. Tracts

Maintenance. Each Owner must keep the Tract, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. Residences and Structures

- a. The Property is to be used as recreational, agricultural, and/or residential property. Modular, manufactured, and/or mobile homes are allowed, no more than 10 years old. All buildings must be maintained in good appearance at all times.
- b. No more than two single family dwelling can be constructed on all lots 10.0 acres or more. All lots under 10.0 acres are restricted to one single family dwelling.

- c. Property may not be subdivided within the first 5 years of ownership and must be done within the rules of Polk County.
- d. *Location on Tract.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Tract line. All Structures must be located behind the front wall of the Residence.
- e. No building or structure other than a fence shall be located nearer to the Property line than twenty-five (25) feet.
- f. Any residential building, residential structure, or residential improvement commenced upon any Property shall be completed as to the exterior finish and appearance within twelve (12) months from the commencement date.
- g. No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto the Property for the purpose of storing said structure. No tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any tract at any time to be used as temporary or permanent residence. New construction "barndominiums" are allowed. All new construction must be of new material and no tarpaper roof or siding materials, typically used for sheathing, will be used as an exterior covering on any structure. All buildings and structures shall be completely under skirted with no piers or pilings exposed to view.
- h. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 90 days and the Tract 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 180 days and the Tract restored to a clean and attractive condition.

E. General Provisions

- 1. *Term.* This Declaration runs with the land and is binding in perpetuity.
- 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 67 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.

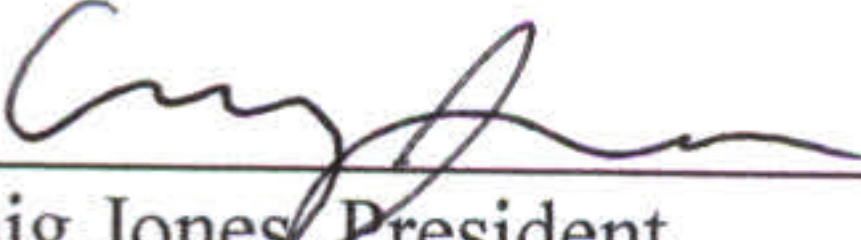
6. *Enforcement.* Subject to the provisions of the last sentence of this paragraph, if any person or entity, whether or not lawfully in possession of any portion of the Property, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any portion of the Property, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the preceding sentence hereof, shall include, but shall not be limited to, all owners and purchases of any portion of the Property, as well as heirs, devisees, assignees, legal representative and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any portion of the property. Neither the Grantor nor any subsequent purchaser of a portion of the Property shall have any liability of responsibility at law or in equity on account of the enforcement of, or on account of the failure to enforce, the Restrictions.

7. *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.

8. *Annexation of Additional Property.* On written approval of Declarant and not less than 67 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.

9. *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.

JPR Investments, L.L.C., a Texas limited liability company,

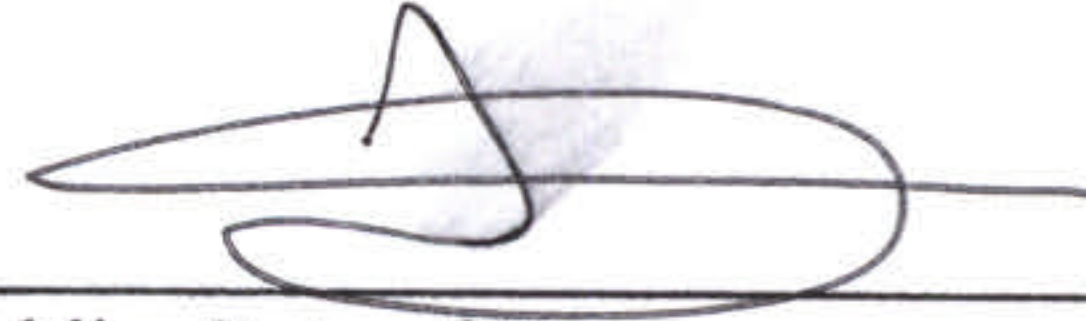


 Craig Jones, President

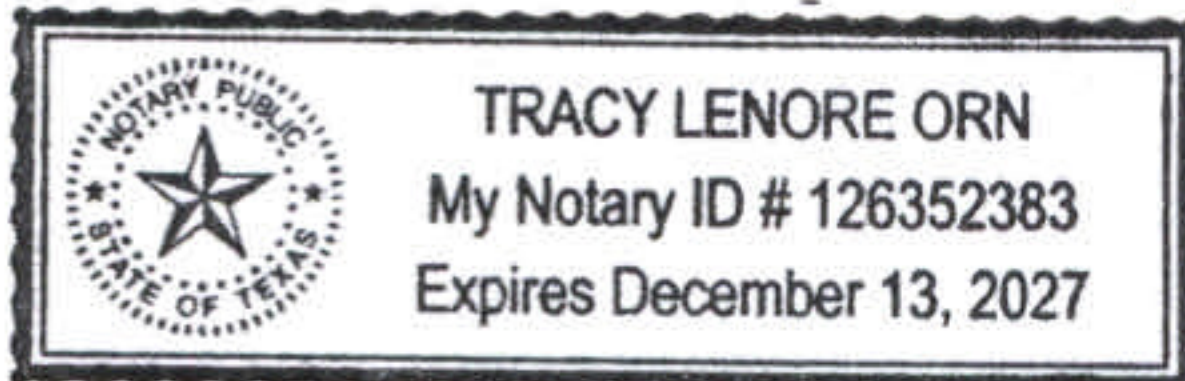
STATE OF TEXAS)

COUNTY OF POLK)

This instrument was acknowledged before me on December 23, 2024, by Craig Jones, a President of JPR Investments, L.L.C., on behalf of JPR Investments, L.L.C., a limited liability company.



Notary Public, State of Texas



After recording, please return to:

Hannah Law Firm, PLLC
411 N. Yaupon Ave.
Livingston, Texas 77351

FILED FOR RECORD

Dec 26 2024 10:07:45

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK



STATE OF TEXAS • COUNTY OF POLK
I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the same time stamped heron by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped heron by me.

Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS

CF Dec 26, 2024