

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

STATE OF TEXAS

COUNTY OF HUNT

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made and entered into by ROOSEVELT ESTATES, LLC, a Texas limited liability company ("Declarant")

RECITALS:

WHEREAS, Declarant is the owner of that certain tract of land consisting of 238.45 acres, more or less, located in Hunt County, Texas, as more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant intends to separate the Property into twenty (20), more or less, separate tracts (individually, a "Tract"); and

WHEREAS, Declarant desires to create and carry out a uniform plan for the development and sale of the Property for the benefit of the present and future Tract owners of the Property, and to convey the Property subject to certain protective covenants, conditions and restrictions hereinafter set forth; and

NOW, THEREFORE, it is hereby declared that (i) all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the desirability of the Property, and which shall run with the land and be binding on all parties having any right, title or interest in or to the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of each such party; and (ii) each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set forth or referred to in said contract or deed.

**ARTICLE I
GENERAL RESTRICTIONS**

All of the Property and any right, title or interest therein shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 Limitation on Use. Each Tract may be used for residential or commercial purposes subject to the following reasonable limitations, in addition to the limitations and restrictions in the paragraphs below:

- a. Hazardous materials and/or chemicals may not be used or stored on the Property;

- b. Equipment and materials must be screened from view from any adjacent Tract and any public or common road;
- c. Noise volume may not exceed normal residential decibel levels in accordance with Hunt County noise ordinances, if any, as they exist, may be amended or in the future arising;
- d. After sundown, business may only be conducted indoors or screened from view from any adjacent Tract and/or any public or common road (except for agricultural purposes).

1.2 Minimum Side Setbacks. No structure may be placed or erected within twenty-five (25) feet from an adjacent Tract ("Minimum Side Setback"). Boundary line fences, cross fences, gates and structures relating to gate entrances shall be excluded from the Minimum Side Setback requirement. A structure that existed on a Tract prior to the filing and recordation of this Declaration shall be grandfathered and exempted from the Minimum Side Setback requirement.

1.3 Dwellings. All dwelling residences shall be limited to site built homes, modular homes or pre-manufactured homes. Single-wide pre-manufactured or single-wide modular homes are not allowed. Modular or pre-manufactured homes are permitted, provided that the dwelling residence is: a) permanently attached (not personal property), b) the dwelling residence has underpinning or skirting entirely around the bottom of the dwelling residence, c) the dwelling residence is not older than five (5) years old at the time it is permanently attached, and d) well-maintained at all times.

No mobile, modular or pre-manufactured house shall be stored on any Tract at any time. Notwithstanding the foregoing, a Tract owner may relocate or reconstruct a building of historical quality and integrity (e.g., a log cabin) to be used as a dwelling or accessory building.

1.4 Two Residences per Tract. No more than two (2) dwelling residences per Tract are allowed.

1.5 Travel Trailers and Recreational Vehicles. No travel trailer, motor home or recreational vehicle shall be used as a permanent dwelling residence. Any travel trailer, motor home or recreational vehicle parked or stored on any Tract must comply with the Minimum Side Setback.

Notwithstanding the provisions of paragraph 1.6 below, single travel trailer, motor home or recreational vehicle used solely as a temporary residence on the Tract, while a permanent dwelling residence is being constructed, may be allowed for no more than twelve (12) consecutive months.

1.6 Temporary Structures. No tent, shack or similar structure shall be placed on the Tract as a dwelling residence.

1.7 Unfinished Dwelling Residences and/or Structures. No dwelling residence and/or structure shall remain unfinished for more than fifteen (15) consecutive months after construction has begun.

1.8 Rubbish, Trash and Debris. No trash containers, metals, bulk materials, scrap, refuse, trash or debris shall be kept, stored or allowed to accumulate on a Tract within the Minimum Side

Setback. For all other areas, such items may be kept, stored or allowed to accumulate only if stored and screened from view from public or common roads and/or occupants of adjacent Tracts. No odors shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, offensive or detrimental to any other portion of the Property or to its occupants. The Property and/or Tracts shall not be used as a dumping ground for rubbish. No Tract owner shall permit any condition to exist on any Tract that will induce, breed or harbor infectious plant diseases or noxious insects.

1.9 Vehicles and Trailers. All trucks, automobiles, trailers, graders, stock trailers, horse trailers, boats, tractors, construction machinery, wagons, motorcycles, motor scooters, all-terrain vehicles or landscaping equipment (collectively, "Vehicles") shall be parked or stored on the Tract within the Minimum Side Setback, except when in actual use. No repair or maintenance work shall be done on any Vehicle (other than minor emergency repairs) located on any portion of the Property, except in areas screened from view from public or common roads and/or occupants of adjacent Tracts.

1.10 Permitted Animals. Tract owners may keep a reasonable amount of dogs or cats, as well as (1) horse or one (1) cow per acre. Tract owners may keep chickens or swine for personal use, with a maximum of ten (10) chickens per acre and one (1) swine per acre. No commercial breeding or kennel operations are permitted. No dangerous or wild animals are permitted.

1.11 Individual Sewage Disposal Systems. No individual sewage disposal system shall be permitted unless the system is designed, located, constructed and maintained in accordance with all federal, state and local laws, including without limitation, any promulgated by Hunt County, as they exist, may be amended or in the future arising (collectively, "Governmental Regulations"). Individual sewage disposal systems must additionally comply with the Minimum Side Setback.

1.12 Repair of Buildings. All improvements upon any of the Tract shall at all times be kept and maintained in good condition and repair by the Tract owner thereof.

1.13 Subdivision of Property. No Tract will be subdivided into a tract of less than two point four (2.4) acres without (a) the approval of a majority of tract owners as provided herein for amending this Declaration; and (b) complying with all applicable Governmental Regulations. Notwithstanding anything to the contrary herein, the Declarant may subdivide any portion of the Property it owns without being limited to a minimum Tract size provided Declarant complies with all applicable Government Regulations. The provisions of this paragraph 1.13 shall expire five (5) years from the date this Declaration is recorded in the Hunt County Property Records, after which this provision shall become null and void. All other provisions of this Declaration shall remain in full force and effect.

1.14 Additional Prohibited Activities. Additional prohibited activities include:

- a. any illegal activity;
- b. any nuisance or noxious or offensive activity;
- c. the display of any sign except:

- i. one (1), of not more than five (5) square feet, used for the temporary purpose of advertising the Tract for sale or rent or advertising a garage or yard sale;
- ii. political signage not prohibited by law; and
- iii. one (1), of not more than thirty-two (32) square feet, used for the purpose of advertising the business located on the Tract.

Any of the aforementioned permitted signs must be located on the Tract for which the sign pertains, comply with any and all Governmental Regulations and placed in a manner that does not compromise the safety of others.

1.15 Drainage, Grading and Site Construction. Each Tract owner is responsible for maintaining the natural drainage patterns of the Tract. The natural topography of each Tract should be retained and respected to the greatest extent possible. Each Tract owner shall implement and maintain control measures to prevent erosion.

ARTICLE II MISCELLANEOUS

2.1 Term. The provisions hereof shall run with the Tracts and shall be binding upon all the Tract owners (and their respective successors, assigns, heirs, legal representatives, executors and administrators) for a period of ten (10) years from the date this Declaration is recorded in the Hunt County Property Records, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as provided below.

2.2 Termination. This Declaration may be terminated by a written instrument executed by seventy-five percent (75%) of the Tract owners of the Property, determined on the basis of acreage, and recorded in the Hunt County Property Records.

2.3 Amendment. This Declaration may be amended by an affirmative vote of sixty percent (60%) of the Tract owners of the Property, determined on the basis of acreage; provided, however, that so long as Declarant owns any of the Property, Declarant may amend this Declaration at any time to correct typographical and grammatical errors. Any amendment shall be effective upon recordation in the Hunt County Property Records of an instrument executed and acknowledged by Declarant and/or the requisite percentage of Tract owners, and setting forth the amendment.

2.4 Enforcement. The Declarant and each Tract owner of a portion of the Property shall have the right to enforce any and all provisions of this Declaration. Accordingly, in the event a Tract owner is in default hereunder and such default continues for a period of ten (10) days after written notice thereof is delivered to such defaulting Tract owner by one or more of the other Tract owner(s), the non-defaulting Tract owner(s) (whether jointly or severally) shall have the power to enforce the provisions of this Declaration by (a) commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration; and/or (b) by suspension of the voting rights, if any, of the defaulting Tract owner until the default is cured.

2.5 Successive Violations; No Waiver of Rights. Each day a violation continues shall be deemed a separate violation. Failure of any Tract owner(s) to take any action upon any default shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default. All waivers must be in writing and signed by the party to be bound.

2.6 Effect on Declarant. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce the same, and Declarant shall not be subject to any claim, demand or cause of action from any Tract owner by virtue of not enforcing any restrictions herein contained.

2.7 Severability. The provisions of this Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision shall not affect the validity or enforceability of any other provision or portion hereof.

2.8 Attorney's Fees. If any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

2.9 Presuit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Tract owners will mediate the dispute in good faith.

2.10 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.

2.11 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record on or about any portion of the Tracts or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust. Any such mortgage, lien or deed of trust may be enforced in accordance with its terms, subject, however, to the provisions herein contained.

[SIGNATURE ON FOLLOWING PAGE.]

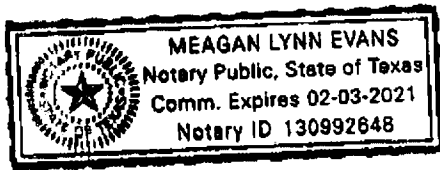
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 24th day of September, 2018.

ROOSEVELT ESTATES, LLC
a Texas limited liability company

By: Jon Anderson
Jon Anderson, Managing Member

THE STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 24th day of September, 2018, by Jon Anderson, Managing Member of Roosevelt Estates, LLC, a Texas limited liability company, on its behalf.



Meagan Lynn Evans
Notary Public, State of Texas

EXHIBIT "A"
(Property Description)

All that certain lot, tract or parcel of land situated in the Lewis Corzine Survey, Abstract No. 162 and the E. Stanley Survey, Abstract No. 1010, Hunt County, Texas, and being part of that tract of land described in a Deed from David Graves, et al, to Rodger Plain as recorded in Document No. 2018-06804 of the Records of Hunt County, Texas (hereinafter called Subject Tract), and being more particularly described as follows:

BEGINNING at a point for corner in the center of County Road No. 1110 at the Southwest corner of the above cited Subject Tract;

THENCE in a Northerly direction along the center of County Road No. 1110 the following:

N. 02 deg. 35 min. 39 sec. W. a distance of 623.31 feet;
 N. 02 deg. 28 min. 34 sec. W. a distance of 125.92 feet;
 N. 06 deg. 23 min. 54 sec. W. a distance of 97.95 feet;
 N. 19 deg. 09 min. 54 sec. W. a distance of 45.28 feet;
 N. 30 deg. 53 min. 54 sec. W. a distance of 49.38 feet;
 N. 41 deg. 09 min. 54 sec. W. a distance of 39.97 feet;
 N. 48 deg. 23 min. 54 sec. W. a distance of 49.56 feet;
 N. 52 deg. 35 min. 24 sec. W. a distance of 212.34 feet;
 N. 49 deg. 08 min. 54 sec. W. a distance of 97.20 feet;
 N. 43 deg. 29 min. 54 sec. W. a distance of 106.07 feet;
 N. 34 deg. 33 min. 54 sec. W. a distance of 77.86 feet;
 N. 23 deg. 44 min. 54 sec. W. a distance of 34.86 feet;
 N. 11 deg. 43 min. 54 sec. W. a distance of 44.01 feet;
 N. 00 deg. 40 min. 54 sec. W. a distance of 66.49 feet;
 N. 01 deg. 06 min. 06 sec. E. a distance of 2666.65 feet to a point for corner at the Southwest corner of that tract of land described in a Deed from Rodger Plain to Barak Boyle, et al, as recorded in Document No. 2018-11293 of the Records of Hunt County, Texas;

THENCE S. 89 deg. 16 min. 17 sec. E. with the South line of said Boyle tract, passing a 1/2" iron rod with cap stamped "STOVALL & ASSOC." found for witness at a distance of 30.00 feet, and continuing with the South line of said Boyle tract for a total distance of 2232.24 feet to a 1/2" iron rod with cap stamped "STOVALL & ASSOC." found for corner at the Southeast corner of said Boyle tract;

THENCE S. 01 deg. 17 min. 09 sec. W. a distance of 2743.54 feet to a 1/2" iron rod with plastic cap stamped "STOVALL & ASSOC." set for corner;

THENCE S. 89 deg. 59 min. 45 sec. E. a distance of 1283.00 feet to a 1/2" iron rod found for corner at a fence corner post at an interior corner of said Subject Tract, said point also being the most Northerly Northwest corner of that tract of land described in a Deed from Kenneth L. Wright, et al, to Kendal Lee Wright, et al, as recorded in Document No. 2013-15434 of the OPR Records of Hunt County, Texas;

THENCE S. 01 deg. 29 min. 08 sec. W. with the most Southerly East line of said Subject Tract and the most Northerly West line of said Wright tract a distance of 1481.19 feet to a 3/8" iron rod found for corner at a fence corner post at the most Southerly Southeast corner of said Subject Tract, said point also being an interior corner of said Wright tract;

THENCE N. 78 deg. 35 min. 52 sec. W. with a South line of said Subject Tract and the most Westerly North line of said Wright tract a distance of 479.99 feet to a 1/2" iron rod found for corner at a fence intersection at the most Westerly Northwest corner of said Wright tract, said point also being the Northeast corner of that tract of land described as Tract 2 in a Deed from Leslie Clay Sandlin to Brian Sienkiewicz as recorded in Document No. 2013-15723 of the OPR Records of Hunt County, Texas;

THENCE N. 89 deg. 02 min. 00 sec. W. with a South line of said Subject Tract and the North line of said Sienkiewicz tract a distance of 1193.14 feet to a 1/2" iron rod found for corner at a fence intersection at the Northwest corner of said Sienkiewicz tract;

THENCE N. 89 deg. 55 min. 15 sec. W. with a South line of said Subject Tract and the North line of that tract of that tract of land described in a Deed from Mary H. Farrar, et al, to Vickie A. Foley as recorded in Volume 590, Page 634 of the Official Public Records of Hunt County, Texas and the North line of that tract of land described in a Deed from Dianna L. Fuller, et vir, to Travis W. Gould as recorded in Document No. 2017-05927 of the Records of Hunt County, Texas, passing a 3/8" iron rod found for witness at a distance of 1251.64 feet, and continuing with a South line of said Subject Tract for a total distance of 1271.59 feet to the POINT OF BEGINNING and containing 238.45 acres of land.

**THE STATE OF TEXAS
COUNTY OF HUNT**

I hereby certify that this instrument was FILED on the
date and time stamped heron by me and was duly
RECORDED in the Records of Hunt County, Texas

2018-14637

09/25/2018 08:50:46 AM



Jennifer Lindenzweig

Jennifer Lindenzweig, County Clerk
Hunt, Texas