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## RESTRICTIVE COVENANT AGREEMENT

### Basic Information

- Date: Effective January 13, 2020
- Owner: Angelina Excavating, Inc., a Texas corporation
- Owner's Mailing Address: P. O. Box 151708, Lufkin, Texas 75915
- Property: The real property located in Nacogdoches County, Texas described in the attached Exhibit "A".
- Permitted Use: The Property may be used only for construction of residential dwellings, exclusive of porches, garages, or carports with at least 1,500 heated and cooled square feet. The Property may also include structures appurtenant to a residence like a barn or outbuilding.
- Restricted Uses:
1. Any mobile home, manufactured home, manufactured housing, motor home, or house trailer.
  2. Any travel trailers used as a dwelling except in the event used during construction of a residence limited to a period not to exceed one year.
  3. Any illegal activity.
  4. Any nuisance, noxious, or offensive activity.
  5. Any dumping of rubbish.
  6. Any storage of—
    - a. building materials except during the construction or renovation of a residence or permitted appurtenant structure;
    - b. vehicles, except vehicles in a garage or structure or operable automobiles on a driveway; or
    - c. unsightly objects unless completely shielded by a structure.
  7. Any exploration for or extraction of minerals.

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8. Any commercial or professional activity except reasonable home office use.
9. The renting of a portion of a Residence or structure.
10. The drying of clothes in a manner that is visible from any street.
11. The display of any sign except—
  - a. one not more than five square feet, advertising a tract of land within the Property for sale or advertising a garage or yard sale; and
  - b. political signage not prohibited by law.
12. Moving a previously constructed house onto any tract of land within the Property.
13. Interfering with a natural drainage pattern.
14. Subdivision of any of the Property into tracts less than five acres in size.

Consideration:

Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner.

#### AGREEMENTS

1. *Permitted Use.* For the Consideration, the Property may be used only for the Permitted Use, subject to the Restricted Uses.
2. *Restrictions on Use of Property.* No portion of the Property may be used for the Restricted Uses of the Property for the period beginning on the date of this agreement and ending on the expiration of 25 years.
3. *Amendment and Termination.* This agreement may be amended or terminated in whole or in part from time to time, and at any time, by written instrument signed by the then owners of 75 percent or more in surface area of the Property (the "parties" whether one or more) and recorded in the real property records of Angelina County, Texas.
4. *Covenants Running with the Land.* Without limiting the provisions of paragraph 3. above, the parties agree that the provisions of this agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the respective portions of the Property.
5. *Binding Effect.* This agreement binds, benefits, and may be enforced by the successors in interest to the parties.

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6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules in any jurisdiction. Venue is in Angelina County.

7. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation will be entitled to recover reasonable attorney's fees and court and other costs.

8. *Severability.* If a provision in this agreement 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 agreement, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.

9. *Remedies Cumulative.* Except as otherwise provided herein, all rights, privileges, and remedies afforded the parties by this agreement will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this agreement and that the granting of equitable remedies may, and probably will, be necessary.

10. *Number and Gender.* The use of the singular will be deemed to mean the plural, the masculine to mean the feminine or neuter, and the neuter to mean the masculine or feminine when context requires.

11. *Captions.* Captions used in this agreement are for convenience only and will not be considered as a limitation on or an expansion of the terms of the agreement.

12. *Other Instruments.* The parties to this agreement covenant and agree that they will execute any further instruments and agreements necessary or convenient to carry out the purposes of this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Permitted Use and Restricted Uses of the Property. There are no representations, agreements, warranties, or promises, and no party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

14. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

15. *No Third-Party Beneficiaries.* Nothing in this agreement, expressed or implied, is intended or may be construed to confer on any person or entity, other than the parties and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of this agreement.

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This agreement is intended for the sole and exclusive benefit of the parties and their respective heirs, successors, and assigns.

16. *Time.* Time is of the essence with respect to each covenant, agreement, and obligation of the parties set forth in this agreement.

17. *Counterparts.* If this agreement is executed in multiple counterparts, all counterparts taken together will constitute this agreement.

[Signature Page Follows.]