

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

STATE OF TEXAS

COUNTY OF RAINS

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made and entered into by Rodger and Juanita Plain, (the "Declarant").

RECITALS:

WHEREAS, Declarant is the owner of a 336.50 acre tract of land to be divided into eight (10) lots, known as "Pierce Estates" situated in the J.H. GARRETT SURVEY, Abstract No. 104, and JOHN SHOFFIELD SURVEY, Abstract No. 221, Rains County, Texas, same being all of a called 336.50 acre tract, described in a Contract of Sale and Purchase to Billy C Ramsey, recorded in Volume 2016, Page 1022, Deed Records of Rains County, Texas, in Exhibits "A", attached hereto and incorporated herein by reference (individually referred to herein as a "Lot" and collectively referred to herein as the "Property"); 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 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 Lot may be used for residential purposes or commercial purposes subject to the following reasonable limitations (and according to Rains County Subdivision Regulations):

- 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 neighboring Lot;

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- c. Any structure used for business purposes must be setback at least twenty-five (25) feet from any neighboring Lot;
- d. Noise volume may not exceed normal residential decibel levels in accordance with Rains County noise ordinances;
- e. After sundown, business may only be conducted indoors or screened from view (except for agricultural purposes);
- f. Outdoor commercial gun or firing ranges shall be prohibited; and
- g. Commercial motocross, 4-wheeler, all-terrain vehicle or off-road racing lots or facilities shall be prohibited.

1.2 Minimum Setback. No dwelling residence or other structure may be placed or erected within twenty-five (25) feet from any neighboring Lot ("Minimum Setback").

Boundary line fences, cross fences, gates and structures relating to gate entrances shall be excluded from the Minimum Setback requirement. A dwelling residence or other structures that existed on any Lot prior to the filing and recordation of this Declaration shall be grandfathered and exempted from these requirements.

1.3 Dwellings. All dwelling residences shall be site built homes. Modular homes or pre-manufactured homes are not permitted.

No mobile, modular or pre-manufactured house shall be stored on any Lot at any time. Notwithstanding the foregoing, a Lot 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 One Residences per Lot. No more than one (1) dwelling residences per Lot are allowed.

a. The total area of the Residence, exclusive of porches, garages, or carports, must be at least one thousand five hundred (1,500) square feet.

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 Lot must comply with the minimum setbacks established in paragraph 1.2.

A single travel trailer, motor home or recreational vehicle used solely as a temporary residence on the Lot while a permanent dwelling residence is being constructed may be allowed for no more than twelve (12) months.

1.6 Temporary Structures. No tent, shack, or other temporary building shall be placed on the Lot as a permanent dwelling residence. Temporary structures needed to store tools and equipment during the actual construction phase of the permanent dwelling will be permitted and must be removed upon completion of the dwelling residence or for recreational use.

1.7 Unfinished Dwelling Residences and/or Structures. No dwelling residence and/or structure shall remain unfinished for more than fifteen (15) 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 Lot within the minimum setbacks established in Paragraph 1.2. For all other areas, such items may be kept, stored or allowed to accumulate only if appropriately stored and screened from view from public or common roads and adjacent Lots. 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 Lots shall not be used as a dumping ground for rubbish. No Lot owner shall permit any condition to exist on any Lot 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 Lot within the minimum setback areas established in Paragraph 1.2 above, except when in actual use. No repair or maintenance work shall be done on any Vehicles (other than minor emergency repairs) except in areas screened from view.

1.10 Permitted Animals. Lot owners may keep, for personal use only, a reasonable amount of the following animals: dogs, cats, chickens, goats and sheep, as well as (1) horse or two (2) cows per acre. Lot owners must keep all permitted animals confined in a fenced area. Also, Lot owners may keep one (1) pig per acre for FFA use only. No commercial breeding or kennel operations is permitted. No dangerous or wild animals are permitted.

1.11 Other Animals. Lot Owner may keep a reasonable amount of dogs or cats, though no commercial breeding or kennel operation are permitted. Lot Owners may keep chickens confined to a fenced area, for personal use. No dangerous animals are permitted.

1.12 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 any promulgated by Rains County. Individual sewage disposal systems must additionally comply with the minimum setback requirements outlined above.

1.13 Repair of Buildings. All improvements upon any of the Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot owner thereof.

1.14 Subdivision of Property. No Lot will be subdivided into a lot less than two (2) acres without (a) the approval of a majority of lot owners as provided herein for amending this Declaration; and (b) complying with all applicable Governmental Regulations. The provisions of this Paragraph 1.14 shall expire five (5) years from the date this Declaration is recorded in Rains 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.

1.15 Additional Prohibited Activities. Additional prohibited activities on the Property include:

- a. any illegal activity;
- b. any nuisance or noxious or offensive activity;
- c. junk yards or storage of salvage automobiles or motor vehicles unless contained in an enclosed structure; and
- d. the display of any sign except –
 - e. one (1) not more than six (6) square feet, used for the purpose of advertising the Lot for sale or rent or advertising a garage or yard sale;
 - ee. political signage not prohibited by law; and
 - eee. a reasonable commercial sign.

1.16 Drainage, Grading and Site Construction. Each Lot owner is responsible for maintaining the natural drainage patterns of the Lot. The natural topography of each Lot should be retained and respected to the greatest extent possible. Control measures must be implemented and maintained to prevent erosion.

ARTICLE II MISCELLANEOUS

2.1 Term. This Declaration shall run until December 31, 2030, unless amended as herein provided. After December 31, 2030, 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 sixty percent (60%) of the Lot owners of the Property, or a minimum of owners of four (4) Lots.

2.3 Amendment. This Declaration may be amended by an affirmative vote of sixty percent (60%) of the Lot 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 such amendment shall be effective upon recordation in the Rains County Property Records of an instrument executed and acknowledged by Declarant and/or the requisite percentage of Lot owners, and setting forth the amendment.

2.4 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.

2.5 Enforcement. The Declarant and each Lot owner of a portion of the Property shall have the right to enforce any and all provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such

provision. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. 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 Lot owner by virtue of not enforcing any restrictions herein contained.

2.7 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.

2.8 Fines. Each Lot 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.

2.9 No Waiver. Failure by a Lot owner to enforce this Declaration is not a waiver.

2.10 Pursuit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Lot owners will mediate the dispute in good faith.
