

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
JONES ROAD ACRES**

This Declaration of Covenants, Conditions, and Restrictions of Jones Road Acres (these “Restrictions”) is made effective upon its recording in the Official Records of Brazos County, Texas, by CC TWELVE INVESTMENTS, LLC, a Texas limited liability company (the “Declarant”). These Restrictions are binding on will run with that certain real property described on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”) and known as “Jones Road Acres” (the “Acres”). These Restrictions will be binding on all persons or parties (the “Property Owners”) who hereafter own an interest in and to any lot, tract or parcel (hereinafter a “Parcel” or “Parcels”) of the Property and included within the Acres.

PREAMBLE AND DECLARATION

Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Parcels of the Acres. Declarant desires to ensure the preservation of the values and aesthetics of the Acres.

PURPOSE

The Acres are encumbered by these Restrictions for the following reasons:

1. To ensure the best and highest use of the Acres and the Parcels,;
2. To protect Property Owners against improper use of surrounding Parcels to preserve the natural beauty of the Acres;
3. To guard against the erection of unusual, radical, peculiar, or poorly designed or proportioned structures of improper or unsuitable materials within the Acres;
4. To encourage and secure the erection of attractive improvements on each Parcel with appropriate locations;
5. To secure and maintain proper setbacks from roadways and adequate free space; and
6. In general, to provide for construction of suitable quality to enhance the value of investments made by Property Owners.

By accepting deeds to the Parcels, each Property Owner of a Parcel will be bound by and comply with these Restrictions. These Restrictions will also be binding upon all subsequent owners, grantees, purchasers, and successors in title to all and each Parcel or other real property comprising the Acres.

1. **Term of Restrictions and Renewal.** These Restrictions will be effective from the date of these Restrictions until December 31, 2049, after which date these Restrictions will be renewed automatically for successive periods often (10) years each unless terminated by a written agreement of seventy five percent (75%) of the Property Owners.
2. **Amendment of Restrictions.** These Restrictions may be amended by the Declarant acting alone, so long as Declarant owns at least 5 acres of the Acres and provided any such amendments by Declarant does not result in a termination or other material reduction of the Restrictions contained herein. After Declarant’s ownership of the Acres is reduced below 5 acres, these Restrictions may be amended by the written agreement of seventy-five percent (75%) of the Property Owners (inclusive of Declarant to the extent of its remaining ownership of

acreage within the Acres).

3. **Determination of Voting Percentages for Property Owners.** The determination of the voting percentage of each of the Property Owners for all voting or written consents hereunder will be determined by calculating the percentage of acres within a Parcel owned by a Property Owner divided by the total acreage of the Acres (i.e., _____ acres). For example, a Property Owner whose Parcel consists of _____ acres will be entitled to a _____ percent (____%) voting percentage.
4. **Enforceability of Restrictions and Notices of Violations.** These Restrictions may be enforced by Declarant or any Property Owner by action in the appropriate court of Brazos County, Texas. Prior to any action being taken in any court of law, however, (i) written notice of an alleged violation of these restrictions must be provided via certified mail, return receipt requested to the Property Owner alleged to be in noncompliance and (ii) the Declarant or, if applicable, the complaining Property Owner and the Property Owner who is alleged to have violated these Restrictions will first enter into mediation using a duly licensed attorney in Brazos County as a mediator in an attempt to resolve any disputes concerning compliance with these Restrictions.
5. **Minimum Size of Parcel.** No Parcel within the Acres will be divided or subdivided to less than 5.01 acres.
6. **Single-Family Residential Use.** Only one single-family residential residence (the “Primary Residence”) will be constructed per each five (5) acres of each Parcel. Each Primary Residence will be constructed with a minimum of 1,500 square feet of air-conditioned living space.
7. **Additional Residences in Limited Circumstances.** In addition to the Primary Residence, an additional residence consisting of no more than 1,200 square feet of air-conditioned living space may be constructed on the same Parcel as the Primary Residence to be used as a “guest house,” “granny flat,” or other similar dwelling structure for family members of the owners of the Primary Residence, provided such additional residence is owned by the same person or persons who owns the Primary Residence.
8. **Set-Back Requirements.** Each Primary Residence or other residence or improvement on a Parcel (excluding any fences) will be constructed at least 100’ from the front property line of the Parcel (abutting the primary road to the Parcel), at least 50’ from each of the side property lines of the Parcel, and 100’ from the rear property line of the Parcel. Any subdivision of a Parcel must account for such set-back requirements so that existing residences or other improvements do not violate such requirements after a subdivision of a Parcel is completed. The foregoing setback requirements will also apply to every Parcel after it has been subdivided and take into account the resulting property lines of the newly subdivided Parcel.
9. **Other Improvements and Out-Buildings.** Any construction of any other outbuildings or permanent improvements on each Parcel must be approved by Declarant, which approval will not be unreasonably withheld or delayed. Such approval, to be effective, must be signed by Declarant and capable of recording in the Official Records of Brazos County, Texas.
10. **Mobile Homes, Travel Trailers, Temporary Buildings, and Recreational Vehicles.** No mobile homes, mobile home parks, temporary buildings, or manufactured homes may be parked, used or placed on a Parcel. One (1) recreational vehicle or travel trailer, not used as a dwelling, may be kept on a Parcel provided it will not be parked in front of the back exterior wall of the single-family residence constructed thereon. No Parcel will not be used for the leasing of parking spaces for recreational vehicles or mobile homes. Notwithstanding anything in the foregoing to the contrary, children’s playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment will not be prohibited.
11. **Parking.** No inoperable vehicles will be stored on a Parcel in places which are not screened from public view.

For purposes of this paragraph, an “inoperable vehicle” will mean a vehicle that does not have a current license tag or current registration or inspection sticker or is obviously inoperable. A vehicle will be considered “stored” if it remains in the same location on a Parcel or visible from a public roadway for a period of thirty (30) consecutive days or longer. Any vehicle parked in violation of this section may be towed in accordance with applicable law. This restriction will not apply to any farm equipment, vehicle, machinery or other equipment temporarily parked and in use for construction, maintenance or repair of a residence.

12. **Pets/Livestock/Poultry.** No more than two (2) hogs, swine or dairy cattle will be raised and/or maintained on any Parcel. No commercial dog kennels are permitted. Pets and livestock must be restrained or confined to a Property Owner’s Parcel by fence or other means. No more than one (1) livestock animal is allowed per acre on any single Lot. The term “livestock” will mean horses, mules, donkeys, cows, goats, sheep and llamas. It is the legal responsibility of each Property Owner to keep all livestock and small animals confined to their Parcel.
13. **Use of Firearms.** No handguns, shotguns, rifles, or other firearms or explosive devices of any kind may be fired on or from any Parcel that is less than twenty-five (25) acres in size.
14. **Rubbish, Trash and Garbage.** Accumulation of rubbish or debris of any kind on any Parcel is strictly prohibited. No lumber, metals, bulk materials or scrap or refuse or trash will be kept, stored, or allowed to accumulate on any Parcel, except within enclosed structures or appropriately screened from view from public thoroughfares and adjacent Parcels and properties.
15. **Fencing.** Fences on each Parcel will be constructed of wood, smooth or no-climb wire, barbed wire, pipe or other industry standard materials. All T-posts used, if any, in such construction will be new when installed. Privacy fences are permitted on the Parcels provided they are installed with pipe posts. Sheet metal fences, manufactured panels and portable fencing are strictly prohibited for perimeter fencing. Manufactured panels may be used for cross fencing (internal to perimeter fencing).
16. **Business Use.** Residents may not conduct any business, trade, manufacturing, commercial or similar activity, apparent or detectable by sight, sound or smell from outside a Parcel. Business activity must be consistent with the residential and ranching character of the Acres, and not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Acres. The terms “business” and “trade,” as used in this section, will be construed to have their ordinary, generally accepted meanings and will include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation or other form of consideration. Notwithstanding the foregoing, no ranching, farming, gardening or home office business (which is conducted solely within the residence) is prohibited.
17. **Other Prohibited Uses.** The following will not be permitted on any Parcel: a cemetery, a church (but a private or family chapel is not prohibited), waste disposal sites, landfills, dumping grounds for rubbish or accumulation of discarded appliances and furniture. No outside toilet will be installed or maintained on the Property (portable toilets are allowed during construction), and all plumbing will be connected with a sanitary septic tank or other system approved by Brazos County and the State of Texas or other governmental authority.
18. **Mining and Drilling.** Except with respect to Declarant and except as to existing rights reserved prior to time of recording, there will be no mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth from any Parcel.
19. **Utility Lines.** Except as to existing utilities at time of recording, any above-ground utilities hereinafter installed will be in the locations approved by the Declarant, which approval will not be unreasonably withheld or delayed.

20. **Noxious or Offensive Activity.** No noxious or offensive activity will be conducted on any Parcel, nor will anything be done on any Parcel that may be or may become an annoyance to adjoining Parcel owners.

21. **Roads and Access.** Each Property Owner will have non-exclusive right of access, ingress and egress to, over and across all of the platted roads, easements and accessways (the “Roadways”) within the Acres according to the following terms (the “Access Rights”):

21.1 **Mutual Rights and Access Across the Roadways.** Each Property Owner takes and receives the rights, titles and interests in and to their Lot subject to the Roadways, together with all other Property Owners’ rights, titles and interests to such Roadways, and their mutual rights of access, ingress and egress across such Roadways.

21.2 **Character of Rights.** The Access Rights are appurtenant to and runs with the Lots, and portions thereof, whether or not the Access Rights are referenced or described in any conveyance of the Lots, or any portion thereof. The Access Rights are for the benefit of the Property Owners and the heirs, successors and assigns of the Property Owners.

21.3 **Duration of Rights.** The duration of the Easement is perpetual.

21.4 **Exclusiveness of Rights.** The Access Rights are exclusive and are limited to use by the Property Owners, their heirs, successors, and assigns (including their guests and invitees) including any subsequent Property Owner, as long as such further conveyance is subject to the terms of the Restrictions.

21.5 **Maintenance of Roadways and Assessments.**

21.5.1 **Road Manager.** For purposes of this Section 7.5, the term “Road Manager” will mean the Declarant or, when Declarant no longer owns any Lots in the subdivision, the successor party selected by a majority of the Property Owners for supervision and performance of such maintenance and/or repair.

21.5.2 **Estimate of Annual Costs.** On or before December 1st of each calendar year beginning December 1, 2023, the Road Manager will prepare a good faith estimate of the following year’s costs related to the maintenance of and care for the Roadways and their surfaces, drainage features, curbs, ditches and shoulders contained within or comprising the Roadway and the Access Rights for the following year (herein the “Maintenance Costs”) including any reasonable reserves for emergency and unforeseen expenditures. A continuing lien is hereby placed by the Declarant upon every Parcel to secure payment of the Maintenance Costs.

21.5.3 **Meeting of Property Owners to Review Maintenance.** During the month of December of each calendar year, the Road Manager will present his or her estimate of the following calendar year’s Maintenance Costs and desired reserves at a meeting of the Property Owners called for purposes of reviewing such costs and obtaining input on the needs of the Acres with respect to the Roadways.

21.5.4 **Annual Assessment.** Beginning January 1, 2025 and annually during each January thereafter, each of the Property Owners will have the obligation to pay their pro rata share of the annual Maintenance Assessment (herein so called) necessary for the payment of the estimated Maintenance Costs and desired reserves. The Maintenance Assessment will (i) describe in reasonable detail the allocation of the Maintenance Costs

among the proposed maintenance activities, the amount of the desired reserves, and the proposed dates for expenditure of the Maintenance Costs, and (ii) be sent by written notice during the month of January for the applicable year to each Property Owners together with his or her share of the Maintenance Assessment.

21.5.5 **Failure to Pay Maintenance Assessment.** If a Property Owner does not pay his or her Maintenance Assessment within thirty (30) days of receiving an invoice from the Road Manager, then such Property Owner will also pay, in addition to his or her Maintenance Assessment, interest thereon at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of eighteen percent (18%) per year). The Road Manager will have the right to foreclose the above described lien against the Parcel of such Property Owner to the fullest extent provided by the Texas Property Code.

21.5.6 **Equitable Rights of Enforcement.** The Access Rights and the right to collect the Maintenance Assessments (and all related rights and obligations contained herein) may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference.

21.5.7 **Attorney's Fees.** If Declarant, any Road Manager or Property Owner retains an attorney to enforce the terms of this Section 7 (Maintenance of Roadways and Assessments), the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

21.5.8 **Time.** Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

21.5.9 **Notices.** Any notice required or permitted under this Section 7 must be in writing. Any notice required by this Section 7 will be deemed to be delivered (whether actually received or not) when 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 the records of the Declarant or, if applicable, the Road Manager. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

22 **Invalidation of Any Provision.** Invalidation of any one or more of the covenants, conditions, or terms of these Restrictions by judgment of any court will in no way affect any other covenant, condition, or term of these Restrictions, all of which will remain in full force and effect.

23 **Venue in Brazos County.** Venue for any matter, dispute, or proceeding arising under these Restrictions will be brought in Brazos County, Texas.

24 **No Obligation of Declarant to Enforce.** The Declarant will have no ongoing obligation to enforce these restrictions against any other Property Owner who is in violation of these Restrictions.

Declarant:

**CC TWELVE INVESTMENTS, LLC, a
Texas limited liability company**

STATE OF TEXAS

By: _____

BRAZOS COUNTY

Subscribed to and sworn before me this ____ day of _____, 2024, by _____ of CC TWELVE INVESTMENTS, LLC, a Texas limited liability company, as the act and deed of such limited liability company and in the capacity therein expressed.

Notary public for the State of Texas

Exhibit "A"

Legal Description of Acres