

****DO NOT REMOVE ****THIS PAGE IS PART OF THE INSTRUMENT*****

Document No. 2022-05875

RESTRICTIONS

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Parties: COLLIER & SON INC BY
to
THE PUBLIC

FILED AND RECORDED
REAL RECORDS

On: 08/18/2022 at 02:50 PM

Document Number: 2022-05875
Receipt No. 117315
Amount: \$82.00

By: sdriskill
Gwinda Jones, County Clerk
Erath County, Texas

16 Pages



STATE OF TEXAS
County of Erath

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Erath County.

Gwinda Jones, County Clerk

A handwritten signature in cursive script, appearing to read "Gwinda Jones", is written over a horizontal line.

Record and Return To:
CROSS TIMBERS TITLE



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions is for the 152.239 acres, more or less, of multiple tracts of land in the G.W. Harper Survey, Abstract No. 363, in Erath County, Texas, and is effective as of August 18, 2022, by the owner of such real property, COLLIER & SON, INC., LLC (referred to herein as "Declarant").

RECITALS

Declarant, is the owner of the 152.239 acres, more or less, being multiple tracts of land in the G.W. Harper Survey, Abstract No. 363, in Erath County, Texas, and more specifically described in Exhibit "A" which is attached hereto and incorporated herein for all purposes.

Declarant has subdivided the Property into multiple tracts to be sold, and Declarant has devised a general plan for the entire Property. This general plan provides a common scheme of development designed to protect and safeguard the Property and the Property's value over a long period of time.

This plan will benefit the Property in general, the parcels that constitute the Property, the Declarant, and each successive owner of any interest in the Property.

Therefore, in accordance with both the doctrines of restrictive covenants and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions.

Article 1 – Definitions

1.1. "Tract" or "parcel" or "lot" means the individual tracts of the Property described in the attached Exhibit A, and any approved amendments thereto.

1.2. "Owner" means the record owner or owners of the fee simple title to any portion of the Property. "Owner" includes contract sellers but excludes persons having only a security interest.

Article 2 – Use Restrictions and Architectural Standards

2.1. **Single Family Residential Tracts.** All tracts shall be used for single family residential purposes only. No structure shall be placed on any lot other than: one (1) single family dwelling, not to exceed two stories in height. The primary residence shall be a minimum of 1,000 finished square feet on the main level, not including porches and garages; 2) private garages of a capacity to accommodate the needs of the residents for private transportation; and 3) other outbuildings incidental to residential or recreational use. "Single family residential purposes" shall be construed to mean prohibiting manufactured housing, mobile homes or trailers, duplex houses, condominiums, townhomes, or apartments. No trailer, tent, shack,

garage, temporary structure, or other outbuilding on the Property shall be used as a residence, temporarily or permanently except as permitted by these Restrictions. Lots shall not be subdivided, partitioned, or otherwise split.

2.2. **Secondary Residences.** "Tiny homes" "mother-in-law apartments" or other small dwellings are allowed only as a second residence. No more than two (2) Single Family Residence are permitted on any tract. The primary residence must be completed first and comply with the requirements of Section 21. Secondary residence must be a minimum of 400 square feet conditioned space and may not exceed a greater conditioned square footage than 60% of the final primary residence conditioned square footage.

2.3. **Commercial Activity.** No commercial operation of any type including but not limited to trading lots, trucking yards, heavy equipment operation, storage, material pits, wrecking yards, or retail or wholesale businesses shall be carried out upon any tract except for a small in-home business that does not violate the other provisions of these Restrictions. Horse training businesses are permitted.

2.4. **Animals.** Up to two (2) large animals are permitted per acre per tract. Large animals include horses, ponies, cattle, sheep, goats, and/or donkeys. Four (4) exterior dogs are permitted to each tract but must be kept on the tract and may not enter adjoining tracts. Roping and cutting arenas with lights are allowed. Recreational animals for arena use will be permitted at three (3) animals per acre and will not count towards the large animal restriction in this section. No more than a combined head of twenty (20) total fowl (i.e., chickens, turkeys, ducks, etc.) No commercial kennels are permitted. No swine allowed on any tract except swine used for the exclusive purpose of individual FFA and/or 4-H projects; such swine are limited to two (2) animals per participant. Grazing will be allowed in front of primary structure so long as front property is properly fenced. Any and all animals must be properly combined or fenced within their respective owner's property and must comply with county and/or state rules and regularities. No bulls over seven (7) months old are allowed on the Property.

2.5. **Vehicles.** All inoperative or unregistered motor vehicle(s) and/or machinery and/or equipment shall be kept in outbuildings. All vehicles must be parked on designated improved driveways.

2.6. **Improvements.** All outbuildings (barns, stalls, arenas, tool sheds, shop buildings and all other buildings), fencing and other improvements shall be of new construction and well-maintained.

2.7. **Construction.** Construction on permanent residence must be completed within twelve (12) months from commencement of said construction.

2.8. **Temporary Structures.** Structures of a temporary character (camper, RV, shop apartment, or other building) may be used on the property as a residence ONLY during the construction of a permanent residence. Form boards/structural framing must be installed for the permanent residence within thirty (30) days from the commencement of living in any temporary structure. Temporary living may not exceed twelve (12) total months.

2.9. **Swimming Pools:** Swimming pools may only be located behind the house.

2.10. **Trash & Debris.** No garbage, trash, junk, or other debris shall be kept, except in sanitary containers and disposed of regularly. No tract or part thereof shall be used or maintained as a dumping ground for rubbish or trash. Tracts must be kept free of debris, trash, and garbage.

2.11. **Duty of Maintenance:** Owners and occupants (including lessees) of any tract shall jointly and severally have the duty and responsibility, to keep that tract, including improvements and grounds, in a well-maintained, safe, clean and attractive condition. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes;
- b. Keeping driveways in good repair;
- c. Complying with all government health and policy requirements;
- d. Repair of exterior damage to improvements;
- e. Maintenance of installed landscaping in a neat condition;
- f. Maintenance of exterior surfaces in an attractive manner.

In the event owner(s) of the land in the Property shall lease his/her property to others; it will be the responsibility of the owner(s) to inform such lessee of these Restrictions, and further, it shall be said owner(s) responsibly to ensure the lessee complies with these Restrictions.

2.12. **Obnoxious or Offensive Activities:** Activities that are obnoxious or offensive to adjoining homeowners are not permitted. This includes but is not limited to illegal activity, repetitious 4-wheeler or dirt bike riding, barking dogs, loud music or motors, and trash burning.

2.13. **Garage Sales:** Garage sales are permitted but are limited to two (2) per calendar year per residence.

2.14. **Other:** Trampolines, clothes lines, playhouses, playground equipment, bicycles, etc. will be stored inside or behind the house when not in use. Yard ornaments should not be excessive. No painted trees are permitted. All propane, natural gas, or other fuel tanks shall be located behind the house or buried.

2.15. **Hunting.** Hunting shall be allowed on the Property, but only with bows and shotguns only. Hunting with high-power centerfire rifles is prohibited.

Article 3 – General Provisions

3.1. **Term:** These provisions hereof shall run with the land and shall be binding on all parties and all persons coming under them for a period of 25 years from the date these are recorded. After 25 years, these restrictions shall be automatically extended for successive periods of five years each unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to terminate the restrictions in a whole or in part. Each owner shall have one vote for each lot that they own.

3.2. **Amendment.** These Restrictions may be amended in whole or in part with the consent of seventy-five percent (75%) of the owners of the lots, as evidenced by a written amendment bearing the signatures of such. Further, for so long as the Developer owns any lot,

such amendment shall only be valid if Developer has consented to such amendment by executing same. An amendment shall be valid once same has been duly recorded in the Real Property Records of Erath County, Texas.

3.3. **Enforcement.** These restrictions and covenants may be enforced by the Declarant its successors and assigns, and any other person or persons owning real property in said Property, by legal proceedings for injunction, or to recover damages for the breach thereof, or both. If any owner of a lot employs counsel to enforce or defend these Restrictions, then the owner prevailing in any suit brought under these Restrictions shall be entitled to receive his attorney's fees and court costs in any judgment. Failure to enforce a violation of these restrictions shall not be deemed a waiver of the right to enforce the restrictions.

3.4. **Covenants Running With the Land.** These covenants and conditions shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, unless otherwise specified herein, and their heirs, successors, and assigns. These covenants, conditions, and restrictions shall be for the benefit of the Property, each tract, and each Owner.

3.5. **Severability.** Invalidation of any one of these covenants or restrictions or any portion thereof by judgment or court order shall in no way affect any other provisions herein. All other provisions shall remain in full force and effect.

3.6. **Liberal Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

3.7. **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, attorneys' fees, and costs.

This Declaration is executed this 18 day of August, 2022, at Stephenville, Erath County, Texas.

DECLARANT:

COLLIER & SON, INC., LLC,
A Texas Limited Liability Company

By: _____

JOHN B. COLLIER, IV, President

By: _____

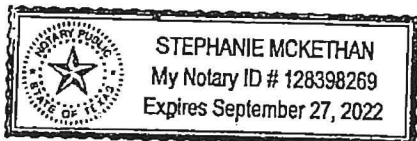
METTA B. COLLIER, Secretary

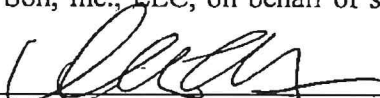
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on the 18 day of August, 2022, by JOHN B. COLLIER, IV, President of Collier & Son, Inc., LLC, on behalf of such Corporation.



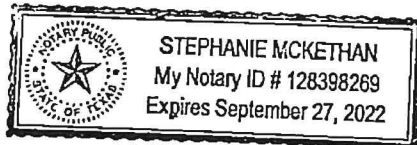

Notary Public, State of Texas


ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on the 18 day of August, 2022, by METTA B. COLLIER, Secretary of Collier & Son, Inc., LLC, on behalf of such Corporation.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Cross Timbers Title
115 N. Graham St.
Stephenville, TX 76401

PREPARED IN THE LAW OFFICES OF:
McKethan Espinoza PLLC
115 N. Graham St., Ste. 201
Stephenville, TX 76401

METES AND BOUNDS DESCRIPTION:

BEING a tract of land in the G.W. Harper Survey, Abstract No. 363, Erath County, Texas, and being a portion of that tract of land described in the deed to Collier & Son, Inc. as recorded in Document No. 2022-05503, Real Records, Erath County, Texas (RRECT), and being more particularly described by metes and bounds as follows: (Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values).

BEGINNING at a 5/8 inch capped iron rod set marked "NATIVE CO., LLC" (IRS) in the occupied south line of County Road 164 and the occupied north line of said Collier tract for the northeast corner of the herein described tract, from which a 3/8 inch iron rod found for reference at the northeast corner of the remainder of said Collier tract and the northwest corner of a tract of land described in the deed to Carson Robbins, as recorded in Volume 1232, Page 841, DRECT bears North 60°15'45" East, a distance of 60.00 feet;

THENCE departing the occupied south line of County Road 164 and over and across said Collier tract, the following courses and distances:

South 29°58'27" East, a distance of 1,189.94 feet to an IRS;

South 63°15'15" West, a distance of 358.07 feet to an IRS;

South 69°35'32" West, a distance of 71.52 feet to an IRS;

South 61°05'09" West, a distance of 18.33 feet to an IRS;

North 29°44'15" West, a distance of 1,159.39 feet to an IRS in the occupied south line of County Road 164 for the northwest corner of the herein described tract;

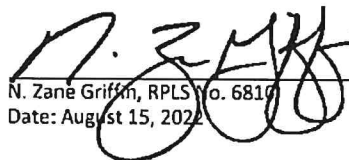
THENCE North 60°15'45" East, with the occupied south line of County Road 164, a distance of 441.57 feet to the POINT OF BEGINNING and containing 12.000 Acres of Land.



P.O. Box 2465 Stephenville, Tx 76401
zanc@nativeclandsurveying.com ~ 254-434-6695
TBPELS Firm No. 10194572

SURVEYOR'S CERTIFICATION

I, N. Zane Griffin, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground.


N. Zane Griffin, RPLS No. 6810
Date: August 15, 2022

