

**DECLARATION OF RESTRICTIVE COVENANTS OF
QUARTER HORSE ESTATES SUBDIVISION**

Date: ^{Feb} ~~January~~ 2, 2022

Declarant: JAMES L. MORROW

Declarant's Address:

Property: Quarter Horse Estates, an unplatted subdivision, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means the Declarant named above, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown of record or as reserved in each deed from Declarant to a purchaser of a lot.

"Governing Documents" means this Declaration and the architectural standards set by the Declarant, as amended.

"Lot" means each tract of land in the Subdivision conveyed by Declarant to a third party.

"Owner" means ever record owner of a fee interest in a Lot.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one Lot.

"Single Family" means a group of individuals related by blood, adoption, or marriage or no more than two unrelated roommates.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by this Declaration and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other similar item, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the other Owners, damages, or injunctive relief.

B. Easements

1. The Easements and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. Additional Easements may be reserved in the deed to each Owner of a Lot in the Subdivision for other utility and drainage purposes.

3. All Easements across a Lot will be for the benefit of every other Lot within the Subdivision.

4. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. However, no building, fencing or other permanent structure shall be erected or maintained on any part of any area indicated as "easement." Owners do not own any utility facilities located in an Easement with the exception of the utility facilities that solely supply their own Lot.

5. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

6. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

7. The right is reserved for utility companies to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained, within the area indicated as required, and other pipelines, conduits, poles and wires and utilities or function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are –

- a. any activity that is otherwise prohibited by the Governing Documents;
- b. any illegal activity;
- c. any nuisance, noxious or offensive activity or trade;
- d. any dumping of rubbish;
- e. any wrecking yard, junk yard or feedlot of any kind or character;
- f. any storage of –

- i. building materials except during the construction or renovation of a Residence or a Structure;
- ii. Vehicles for more than a 24 hour time period, except Vehicles in a garage or Structure or operable automobiles on a driveway; or
- iii. unsightly objects unless completely shielded by a Structure;
- g. on-street parking of Vehicles, excluding deliveries and excluding guest vehicles parked on the street for no more than 24 hours;
- h. any exploration or extraction of minerals;
- i. any keeping or raising of any livestock animals in excess of one (1) livestock animal per acre, except for common domesticated household pets, such as dogs and cats, not to exceed five (5) per household confined to a fenced yard or within the Residence, and the keeping, breeding or maintaining of domesticated household pets for commercial purposes;
- j. any commercial or professional activity except reasonable home office use;
- k. the renting of a portion of a Residence or Structure (the renting of a whole residence or Structure is permitted, but not a portion of a Residence or Structure);
- l. the drying of clothes in a manner that is visible from any street;
- m. the display of any sign except –
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Governing Documents;
- n. installing a mobile home, manufactured home, manufactured housing, motor home, recreational vehicle (RV), or house trailer on a Lot regardless of the intent to use for permanent or temporary residence;
- o. moving a previously constructed house onto a Lot;
- p. interfering with a drainage pattern without Declarant approval; and
- q. occupying a Structure that does not comply with the construction standards of a Residence.

D. Construction and Maintenance Standards

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots may not consolidate those Lots into one site without Declarant Approval.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without Declarant approval.
- d. *Maintenance.* Each Owner must keep the Lot, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision. Further Restrictions from those set forth in these restrictions may be established by the Declarant and will be available to any Owner upon request.
- b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,800 square feet.
- c. *Storage Buildings.* No old or dilapidated storage buildings may be moved onto the property.
- d. *Site-Built Homes.* All homes must be site-built homes. Recreational Vehicles (RV's), Trailer Houses, Modular or Prefabricated homes are not allowed.
- e. *New Materials.* All homes must be made entirely of new materials for the exterior portions.
- f. *Fences.* All fences must be built to industry standards.

E. Architectural Review

1. *Standards.* The Declarant may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. On request, Owners will be provided a copy of any standards.

2. *Required Plan Review by Declarant.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the Declarant have been submitted to and approved by the Declarant. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the Declarant may require.

3. Procedures

- a. *Complete Submission.* Within 5 days after the submission of plans and specifications by an Owner, the Declarant must notify the submitting Owner of any other documents or information required by the Declarant. In the absence of timely notice from the Declarant requesting additional documents or other information, the submission is deemed complete.
- b. *Deemed Approval.* If the Declarant fails to give notice of disapproval of the plans and specifications to the submitting owner within 10 days after complete submission, the submitted plans and specifications are deemed approved.

4. *Records.* The Declarant will maintain written records of all requests submitted to it and of all actions taken. Any Owner may inspect the records of such submissions to the Declarant, but no Owner may inspect or copy the interior floor plan or security system design of any other owner.

5. *No Liability.* The Declarant will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

6. *Withdrawal of Declarant.* The Declarant may withdraw from all administrative roles granted to it hereunder at any time by notifying all Lot Owners in writing of its withdrawal.

F. Remedial Rights

1. *Judicial Enforcement.* Declarant or an Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Document.

2. *Costs, Attorney's Fees, and Expenses.* An Owner that violated the Governing Documents is liable to the Owner or Declarant bringing an action to enforce the Governing Documents for all costs and reasonable attorney's fees incurred in enforcing the Governing Documents.

G. General Provisions

1. *VariANCES.* The Declarant reserves the right to grant variances from any restriction contained herein to the Owner of any Lot in the Declarant's sole discretion. Any such variance shall be noted by a Grant of Variance document to be recorded in the county property records.

2. *Term.* This Declaration runs with the land and is binding for a term of 25 years. Thereafter this Declaration automatically continues for successive terms of 10 years each, unless within 6 months before the end of a term 2/3 of the Owners agree in writing to not extend the term. An instrument reflecting the decision not to extend must be signed by the agreeing Owners and recorded in the appropriate county property records.

3. *No Waiver.* Failure by the Declarant or the other Owners to enforce the Governing Documents is not a waiver.

4. *Corrections.* The Declarant reserves the right to correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration.

5. *Amendment.* Prior to the sale of any Lots, the Declaration may be amended at any time by Declarant. After a deed conveying a Lot has been recorded, this Declaration may be amended at any time by vote of Declarant and 75% of the Owners. An instrument containing the approved amendment will be signed by Declarant and recorded, with evidence attached reflecting the agreement of 75% of the Owners.

6. *Conflict.* This Declaration controls over the other Governing Documents.

7. *Severability.* If a provision of this Declaration 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 Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

8. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to an Owner, at the Owner's last known address according to the County tax records, and the Declarant, at Declarant's registered address according to the Texas Secretary of State. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

9. The Declarant may create a Property Owners association and assign any and all duties of Declarant to said association.

Declarant:


JAMES L. MORROW

STATE OF ~~TEXAS~~ Florida
COUNTY OF Manatee

This instrument was acknowledged before me on this 1 day of ~~January~~ Feb, 2021 by JAMES L. MORROW.



Cathleen Lane
Notary Public, State of ~~Texas~~ Florida

AFTER RECORDING RETURN TO:
SECURITY TITLE COMPANY
4400 Buffalo Gap Road, Ste 1100
Abilene, TX 79606

PREPARED IN THE LAW OFFICE OF:
DOYLE LAW FIRM, PLLC
4400 Buffalo Gap Road, Ste 1100
Abilene, TX 79606

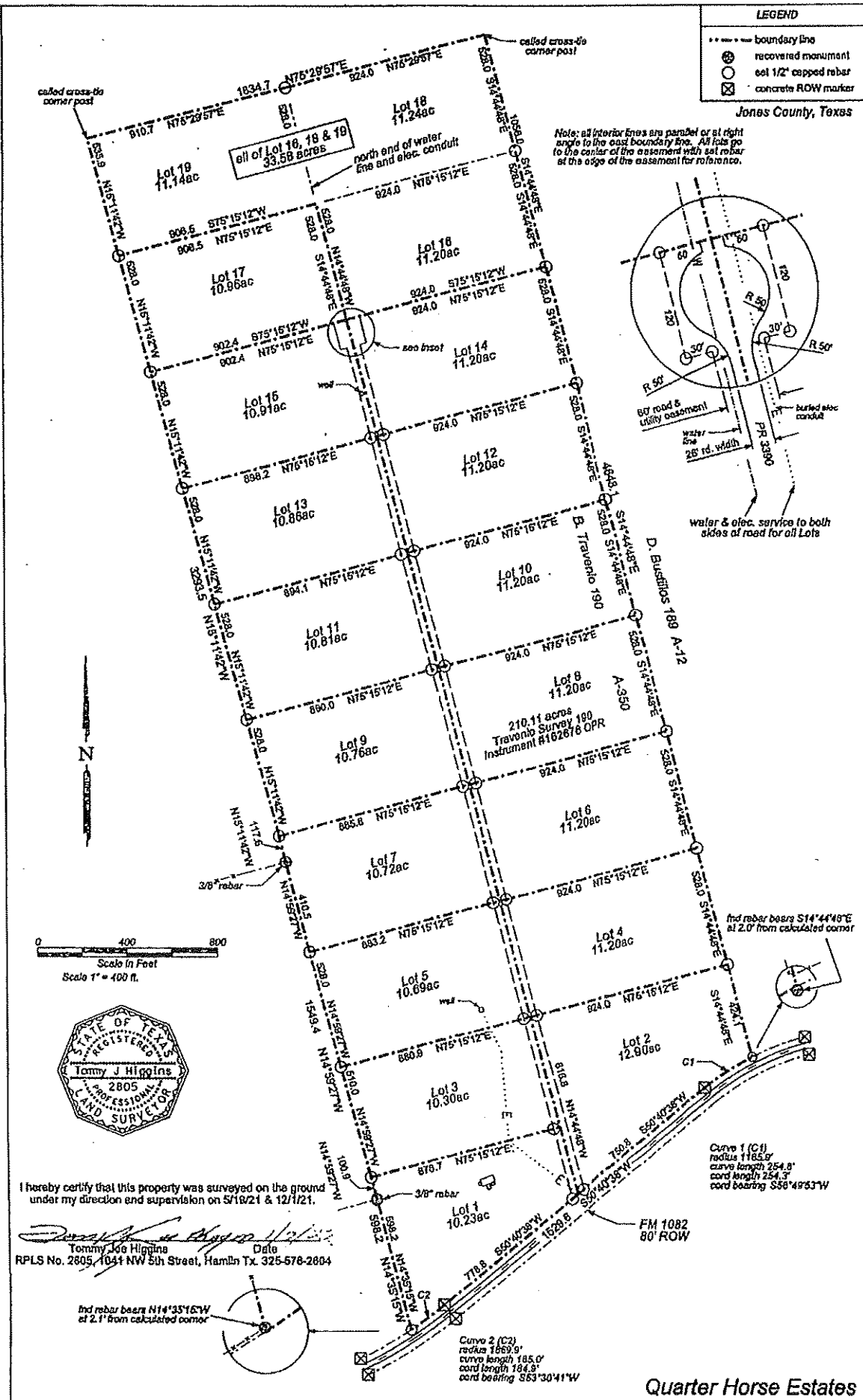
QUARTER HORSE ESTATES SUBDIVISION RESTRICTIONS

EXHIBIT "A"

LEGEND	
---	boundary line
⊙	recovered monument
⊗	set 1/2" capped rebar
⊠	concrete ROW marker

Jones County, Texas

Note: all interior lines are parallel or at right angle to the east boundary line. All lots go to the center of the easement with set rebar at the edge of the easement for reference.



I hereby certify that this property was surveyed on the ground under my direction and supervision on 5/19/21 & 12/1/21.

Tommy Joe Higgins Date
 RPLS No. 2805, 1041 NW 5th Street, Hamlin Tx. 325-578-2804

Quarter Horse Estates

EXHIBIT "A"

BEING 210.11 acres out of an original 364.42 acre tract out of the D. Trevino Survey No. 190, Jones County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8" iron pin set at a corner post on the NBL of F.M. Hwy. 1082 and the EBL of said Trevino Survey 190, N. 14° 23' W. 2992' from the Southeast corner of said Survey 190;

THENCE along a curve to the left with a radius of 1186.37' and a long chord bearing S. 57°12' W. 255.1' to a concrete right-of-way marker at the end of said curve;

THENCE S. 51° 02' W. 1529.17' to a concrete right-of-way marker at the beginning of a curve to the right;

THENCE along said curve to the right with a radius of 1870.08' and a long chord bearing S. 53° 52' W. 185.4' to a point in said right-of-way, S 14° 14' W. 2.3' from an iron pin at a corner post;

THENCE N. 14° 14' 1/2' W. 598.2' to a 3/8" iron pin found at a fence corner;

THENCE N. 14° 38' 26" W. 1549.4' to a 3/8" iron pin found at a fence corner;

THENCE N. 14° 48' W. 3294.7' to a cross tie corner post;

THENCE N. 75° 50' 09" E 1834.13' along a fence line to another cross tie corner post;

THENCE S. 14° 23' 05" E. 4650.25' along a fence to the place of beginning.

Instrument Number: 220377

FILED FOR RECORD
IN THE OFFICIAL PUBLIC RECORDS
JONES COUNTY, TEXAS

FILED ON: FEBRUARY 11, 2022 AT 08:55am

THIS INSTRUMENT CONTAINED 9 PAGES AT FILING

I, LeeAnn Jennings, Clerk of the County Court in and for said Court, do hereby certify the foregoing instrument was filed for record in the Official Public Records of Jones County, Texas.



LeeAnn Jennings
LeeAnn Jennings, Jones County Clerk

By: *Ariel Rozano*, Deputy