

DEED RESTRICTIONS, COVENANTS AND CONDITIONS

For 13.94 Acres Located at the Southwest Corner of Highway 19 and County Road 1150, Emory, Rains County, Texas

RECITALS

This Declaration of Deed Restrictions, Covenants and Conditions is made this ____ day of _____, 2025, by The Herd Development Partner, LLC a Texas limited liability company ("Declarant"), whose mailing address is PO Box 1149, Emory, TX 75440, concerning certain real property located in Rains County, Texas, more particularly described as:

Property Description: 13.94 acres of land, more or less, located at the Southwest corner of Highway 19 and County Road 1150, Emory, Rains County, Texas, being more particularly described by metes and bounds as set forth in that certain deed recorded in the Official Public Records of Rains County, Texas, and incorporated herein by reference (the "Property").

Declarant is the owner of the above-described real property and desires to subject said property to certain restrictions, covenants, and conditions as hereinafter set forth for the purpose of preserving and protecting the value, desirability, and attractiveness of the Property and to ensure its appropriate development and use.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property and shall run with the land and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

1.1 Association: Any property owners association that may be formed to enforce these restrictions and maintain common areas.

1.2 Barndominium: A residential structure with a metal building exterior design that combines living quarters with workshop, storage, or agricultural space, requiring Seller's written approval as specified herein.

1.3 Commercial Activity: Any business, trade, or commercial enterprise conducted for profit, including but not limited to retail sales, professional services, manufacturing, or any activity that generates customer or client traffic to the Property.

1.4 Declarant: The original owner/developer of the Property who establishes these restrictions.

1.5 Dwelling: A single-family residential structure designed and used exclusively for residential purposes by one family.

1.6 Manufactured Home: A structure built to federal HUD standards, transportable in one or more sections, and designed to be used as a dwelling with a permanent foundation.

1.7 Mobile Home: A structure built prior to June 15, 1976, or any structure not meeting HUD standards for manufactured homes, designed to be transportable and used as a dwelling.

1.8 Property: The 13.94-acre tract described in the Recitals above.

1.9 RV or Recreational Vehicle: A motorhome, travel trailer, fifth-wheel trailer, truck camper, or similar vehicle designed for temporary human habitation and recreation.

1.10 Seller: The Declarant or any subsequent owner of the Property who sells or transfers any portion thereof.

ARTICLE II - LAND USE RESTRICTIONS

2.1 Permitted Uses. The Property shall be used exclusively for single-family residential and agricultural purposes. Permitted uses include:

- Two (2) single-family dwelling per tract
- Agricultural activities including farming, ranching, and livestock operations
- Barndominiums (subject to Section 3.3)
- Accessory structures as defined in Article III

2.2 Prohibited Uses. The following uses are strictly prohibited on the Property:

- Mobile homes of any type or design
- Commercial businesses, retail operations, or professional services open to the public
- Multi-family dwellings, apartments, or duplex structures
- Industrial activities or manufacturing operations
- Any use that creates excessive noise, odor, dust, or traffic
- Storage or parking of commercial vehicles exceeding one (1) ton capacity, except temporarily during construction
- Junk yards, salvage operations, or outdoor storage of inoperable vehicles
- Any illegal activity or use prohibited by federal, state, or local law

2.3 Home-Based Business. Incidental home occupations may be conducted within a dwelling, provided they:

- Do not involve regular customer or client visits to the Property
- Do not require external signage visible from public roads
- Do not create additional traffic, noise, or parking demands
- Comply with all applicable laws and regulations
- Do not alter the residential character of the Property

ARTICLE III - STRUCTURAL REQUIREMENTS AND RESTRICTIONS

3.1 Single-Family Dwelling Requirements.

- Two (2) Single-family dwelling is permitted on the Property
- Minimum floor area: 1,200 square feet of heated and cooled living space
- All dwellings must be site-built or manufactured homes meeting HUD standards
- Manufactured homes must be permanently affixed to a permanent foundation

- All dwellings must be completed within eighteen (18) months from commencement of construction

3.2 Architectural Standards.

- All structures must be constructed with permanent materials including brick, stone, wood siding, cement fiber siding, or metal siding
- Vinyl siding is prohibited
- All roofing materials must be composition shingle, metal, tile, or slate
- All structures must maintain an attractive appearance consistent with residential character

3.3 Barndominiums.

- Barndominiums are permitted subject to written approval by the Seller
- Applications must include detailed architectural plans, materials specifications, and site plans
- Must maintain residential appearance and character
- Minimum residential living area: 1,200 square feet
- Must comply with all setback and architectural requirements herein

3.4 Accessory Structures. Permitted accessory structures include:

- Detached garages and workshops
- Barns and agricultural buildings
- Storage buildings and equipment sheds
- Swimming pools and recreational facilities
- Fencing as regulated in Section 3.6

3.5 Temporary Structures.

- RVs may be placed on the Property during active construction of the primary dwelling for a maximum period of eighteen (18) months
- Construction trailers may be permitted during active construction
- All temporary structures must be removed within thirty (30) days of dwelling completion

3.6 Fencing.

- Residential area fencing must be constructed of wood, metal, stone, or brick materials
- Agricultural fencing may be barbed wire, field fence, or similar farm fencing
- No chain-link fencing is permitted within 100 feet of Highway 19 or County Road 1150
- All fencing must comply with applicable setback requirements

ARTICLE IV - SETBACK AND DEVELOPMENT STANDARDS

4.1 Setback Requirements. All structures must observe the following minimum setbacks:

- Front yard (County Road 1150): 75 feet from right-of-way
- Side yards: 25 feet from property lines
- Rear yard: 40 feet from property lines
- Accessory structures: 20 feet from property lines and 30 feet from primary dwelling

4.2 Drainage and Utilities.

- All development must provide adequate drainage and not adversely impact neighboring properties
- Septic systems must comply with the city of Emory, Tx, Rains County and Texas regulations
- Well water systems must meet all applicable health and safety standards
- Utility easements shall be reserved as necessary for electric, telephone, and other utilities
- Easement: A fifty (50) foot easement is hereby reserved along the frontage of County Road 1150 for the benefit utility companies and their successors and assigns, for the purposes of:
 - Installation, maintenance, and repair of utilities including electric, gas, water, sewer telephone, cable, fiber optic, and other public utilities
 - Any other public purposes as may be required by law or regulation
 - Said easement shall run with the land and be binding upon all owners, their heirs, successors, and assigns. No permanent structures or improvements shall be placed within this easement area without prior written consent from the appropriate authorities.

4.3 Environmental Protection.

- No dumping, burning, or disposal of hazardous materials
- Existing trees over 12 inches in diameter should be preserved where feasible
- Erosion control measures must be implemented during construction
- Natural drainage patterns must be maintained

ARTICLE V - MAINTENANCE AND AESTHETIC STANDARDS

5.1 Property Maintenance. All owners shall maintain their property in good condition, including:

- Keeping buildings in good repair and attractive condition
- Maintaining lawns, landscaping, and common areas
- Removing trash, debris, and inoperable equipment
- Keeping driveways and parking areas in good condition

5.2 Landscaping Requirements.

- Front yard areas visible from public roads must be attractively landscaped or maintained as natural area
- Invasive plant species should be controlled and removed
- Dead or diseased trees posing safety hazards must be removed

5.3 Signs.

- One residential address sign per dwelling not exceeding 4 square feet
- Agricultural operation signs not exceeding 12 square feet
- "For Sale" or "For Rent" signs not exceeding 6 square feet
- No commercial advertising signs except during active construction

ARTICLE VI - ENFORCEMENT AND ADMINISTRATION

6.1 Enforcement Rights. These restrictions may be enforced by:

- The Declarant, Seller, or their successors and assigns

- Any owner of property subject to these restrictions
- Any property owners association that may be formed
- Legal action in any court of competent jurisdiction

6.2 Remedies. Violations may be remedied by:

- Injunctive relief to stop or prevent violations
- Damages for actual harm caused by violations
- Attorney's fees as provided by Texas Property Code Section 5.006
- Any other legal or equitable remedy available at law

6.3 Approval Process for Barndominiums.

- Written application must be submitted to Seller with architectural plans
- Seller has sixty (60) days to approve, disapprove, or request modifications
- Failure to respond within sixty (60) days constitutes approval
- Seller's decision shall be final and binding

6.4 No Waiver. Failure to enforce any restriction shall not constitute a waiver of the right to enforce such restriction in the future.

ARTICLE VII - GENERAL PROVISIONS

7.1 Term. These restrictions shall remain in full force and effect for a period of ninety-nine (99) years from the date hereof, and shall be automatically renewed for successive periods of twenty-five (25) years unless modified or terminated by the written agreement of owners holding at least seventy-five percent (75%) of the Property.

7.2 Amendment. These restrictions may be amended only by written instrument signed by owners of at least seventy-five percent (75%) of the Property and recorded in the Official Public Records of Rains County, Texas.

7.3 Severability. If any provision hereof is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.4 Governing Law. These restrictions shall be governed by and construed in accordance with the laws of the State of Texas.

7.5 Binding Effect. These covenants are declared to run with the land and shall be binding upon all parties having any right, title, or interest in the Property, their heirs, successors, and assigns.

7.6 Notice. Actual or constructive notice of these restrictions is provided by recording this document in the Official Public Records of Rains County, Texas.

7.7 Conflict with Law. Where these restrictions conflict with applicable laws or regulations, the more restrictive provision shall control, provided it is not illegal.

ARTICLE VIII - EXECUTION

TO HAVE AND TO HOLD the above described property unto the said grantees, their heirs, successors, and assigns forever, subject to the restrictions, covenants, and conditions herein set forth.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Deed Restrictions, Covenants and Conditions on the date first written above.

DECLARANT:

The Herd Development Partners, LLC, Declarant

STATE OF TEXAS COUNTY OF RAINS

Before me, the undersigned Notary Public, on this day personally appeared _____, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2025.

Notary Public, State of Texas My Commission Expires: _____

This document has been prepared for general informational purposes. Legal review by a qualified Texas real estate attorney is recommended before execution and recording.