

COMMERCIAL DEED RESTRICTIONS, COVENANTS AND CONDITIONS

For 16.20 Acres Located at the Southwest Corner of Highway 19 and County Road 1150, Emory, Rains County, Texas

RECITALS

This Declaration of Commercial Deed Restrictions, Covenants and Conditions is made this ____ day of _____, 2025, by _____, a _____ ("Declarant"), whose mailing address is _____, concerning certain real property located in Rains County, Texas, more particularly described as:

Property Description: 16.2 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"). The Property may be subdivided into multiple lots as determined by Declarant, with any such subdivision being subject to these restrictions except as specifically provided herein.

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 establishing the Property exclusively for commercial and business purposes, preserving and protecting its commercial value, desirability, and attractiveness, and ensuring its appropriate commercial 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 commercial 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 Commercial Activity: Any lawful business, trade, professional service, retail operation, office use, or commercial enterprise conducted for profit or business purposes.

1.3 Commercial Structure: Any building or improvement designed, constructed, and used exclusively for commercial, business, professional, retail, office, industrial, or institutional purposes.

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

1.5 Dwelling: Any structure or portion of a structure designed, intended, or used for human habitation as a residence, including but not limited to houses, apartments, condominiums, mobile homes, manufactured homes, recreational vehicles when used for habitation, or any temporary or permanent living quarters.

1.6 Living Quarters: Any space within a structure designed, arranged, or used for sleeping, cooking, eating, or other residential activities, including but not limited to bedrooms, kitchens, bathrooms designed for residential use, living rooms, or any combination thereof.

1.7 Property: The 16.2-acre tract described in the Recitals above.

1.8 Residential Use: Any use of property for dwelling purposes, temporary or permanent human habitation, or living accommodations.

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

1.10 Temporary Lodging: Hotels, motels, extended stay facilities, or similar commercial lodging establishments that provide transient accommodations for periods not exceeding thirty (30) consecutive days per guest.

ARTICLE II - LAND USE RESTRICTIONS

2.1 Permitted Uses. The Property shall be used exclusively for commercial and business purposes. Permitted uses include, but are not limited to:

- Retail stores and shopping centers
- Professional offices and business centers
- Restaurants, cafes, and food service establishments
- Hotels, motels, and temporary lodging facilities
- Warehouses and distribution centers

- Light manufacturing and assembly operations
- Automotive services and repair facilities
- Medical and dental offices and clinics
- Financial institutions and banks
- Entertainment and recreational facilities
- Educational and training facilities
- Conference centers and meeting facilities
- Storage and self-storage facilities
- Gas stations and convenience stores
- Any other lawful commercial enterprise or business activity

2.2 Prohibited Uses - Residential Restrictions. The following uses are strictly and absolutely prohibited on the Property:

- **Residential dwellings of any type, including but not limited to single-family homes, multi-family dwellings, apartments, condominiums, townhouses, or any other residential structures**
- **Living quarters, sleeping accommodations, or any facilities designed for human habitation within commercial structures, except for security guard stations limited to 8-hour shifts**
- **Mobile homes, manufactured homes, or recreational vehicles used for residential purposes or human habitation**
- **Any temporary or permanent residence, dwelling, or living accommodation**
- **Camping, overnight parking of recreational vehicles for habitation, or any form of overnight occupancy for residential purposes**
- **Caretaker residences, manager apartments, or on-site employee housing**
- **Any conversion of commercial space to residential use**

2.3 Additional Prohibited Uses. The following commercial uses are also prohibited:

- Adult entertainment establishments or businesses
- Junk yards, salvage operations, or scrap metal operations (except licensed automotive recycling)
- Hazardous waste storage or disposal facilities
- Outdoor storage of inoperable vehicles for more than 30 days

- Any illegal activity or use prohibited by federal, state, or local law
- Uses that create excessive noise, vibration, dust, odor, or pollution beyond acceptable commercial standards
- Heavy industrial operations that are incompatible with general commercial development

2.4 Declarant's Reserved Rights - Lot 6 Exception. Notwithstanding any other provision in these restrictions, the Declarant hereby reserves the absolute right to designate that portion of the Property which may be platted or described as Lot 6, as shown on Exhibit A attached hereto (being the lot with no Highway 19 frontage), for residential use at Declarant's sole discretion. This reserved right may be exercised by Declarant at any time by recording a written declaration in the Official Public Records of Rains County, Texas, and shall not require consent or approval from any other party. Upon such declaration, Lot 6 shall be released from the residential use prohibitions contained herein and may be used for single-family residential purposes, subject to applicable zoning and building requirements.

2.5 Commercial Lodging Exception. Notwithstanding the residential restrictions herein, temporary lodging facilities such as hotels, motels, extended stay facilities, and similar commercial establishments are permitted, provided that:

- All accommodations are operated as commercial lodging businesses
- No guest occupancy shall exceed thirty (30) consecutive days
- No permanent residency or long-term leasing for residential purposes is permitted
- All operations must comply with applicable commercial lodging regulations

ARTICLE III - STRUCTURAL REQUIREMENTS AND STANDARDS

3.1 Commercial Construction Standards.

- All structures must be designed and constructed exclusively for commercial use
- Buildings must comply with applicable building codes and commercial construction standards
- Minimum building size: No single commercial structure shall be less than 1,000 square feet
- All structures must be completed within twenty-four (24) months from commencement of construction

3.2 Architectural and Design Standards.

- All structures must be constructed with permanent, commercial-grade materials
- Buildings must maintain a professional commercial appearance
- Exterior materials must include brick, stone, concrete, steel, aluminum, or other commercial-grade materials
- Metal buildings are permitted if designed with appropriate commercial architectural features
- All buildings must be climate-controlled where required for commercial operations

3.3 Prohibited Structures.

- No residential-style houses or home-like structures
- No mobile homes, manufactured homes designed for residential use
- No recreational vehicles used as permanent structures
- No temporary buildings used for more than 12 months, except during active construction

3.4 Accessory Commercial Structures.

- Storage buildings and warehouses supporting primary commercial use
- Parking structures and covered parking areas
- Loading docks and utility buildings
- Signage structures in compliance with local regulations
- Fencing and security structures
- Equipment buildings and mechanical structures

ARTICLE IV - SETBACK AND DEVELOPMENT STANDARDS

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

- Front yard (Highway 19): 50 feet from right-of-way
- Front yard (County Road 1150): 50 feet from right-of-way
- Side yards: 20 feet from property lines
- Rear yard: 30 feet from property lines
- Accessory structures: 15 feet from property lines

4.2 Parking and Access.

- Adequate parking must be provided based on the type and intensity of commercial use
- All parking areas must be properly surfaced with concrete, asphalt, or approved commercial surfacing
- Loading and unloading areas must be designed to accommodate commercial delivery vehicles
- Access drives must be designed to handle anticipated commercial traffic

4.3 Utilities and Infrastructure.

- All commercial development must provide adequate utilities including electricity, water, sewer, and telecommunications
- Septic systems, if used, must be designed for commercial use and comply with all applicable regulations
- Utilities must be adequate to serve the intended commercial use
- Utility easements shall be reserved as necessary
- 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.

4.4 Drainage and Environmental.

- All development must provide adequate drainage designed for commercial use intensity
- Stormwater management must comply with applicable regulations
- Environmental compliance must be maintained for all commercial operations
- No dumping or disposal of hazardous materials except in compliance with applicable laws

ARTICLE V - OPERATIONAL AND MAINTENANCE STANDARDS

5.1 Commercial Operations.

- All businesses must operate in compliance with applicable federal, state, and local laws

- Business licenses and permits must be maintained as required
- Operating hours may be unrestricted unless limited by local ordinances
- Commercial signage must comply with local regulations and maintain professional appearance

5.2 Property Maintenance Standards.

- All commercial properties must be maintained in good condition and professional appearance
- Buildings, parking areas, and landscaping must be kept in good repair
- Trash and debris must be properly contained and regularly removed
- Exterior lighting must be maintained for security and safety

5.3 Landscaping and Aesthetics.

- Areas visible from public roads must be professionally landscaped or maintained
- Dead or diseased vegetation must be promptly removed
- Parking areas should include appropriate landscaping elements
- Overall appearance must maintain commercial professional standards

5.4 Security and Safety.

- Adequate security measures should be implemented as appropriate for the commercial use
- Emergency access must be maintained
- Fire safety and building safety systems must be properly maintained
- Security lighting may be installed as needed

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
- Mandatory injunction to require compliance or removal of 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 Inspection Rights.

- Declarant and subsequent property owners retain the right to inspect the Property to ensure compliance with these restrictions
- Reasonable notice shall be provided for inspections
- Inspections shall be conducted during normal business hours

6.4 No Waiver.

- Failure to enforce any restriction shall not constitute a waiver of the right to enforce such restriction in the future
- Acceptance of rent or other payments shall not constitute waiver of violations
- Selective enforcement shall not invalidate these restrictions

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 by area.

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 by area and recorded in the Official Public Records of Rains County, Texas.

7.3 Residential Use Prohibition - Non-Amendable. Notwithstanding any other provision herein, except for the Declarant's reserved rights regarding Lot 6 as set forth in Section 2.4 above, the prohibitions against residential use, dwelling construction, and living on the Property as set forth in Article II, Section 2.2 may not be amended, modified, or waived under any circumstances during the term of these restrictions.

7.4 Severability. If any provision hereof is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed severed herefrom.

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

7.6 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, legal representatives, and assigns, whether such parties acquire their interest by purchase, inheritance, or otherwise.

7.7 Notice and Recording. Actual or constructive notice of these restrictions is provided by recording this document in the Official Public Records of Rains County, Texas. All future deeds, leases, and conveyances shall reference these restrictions.

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

7.9 Commercial Purpose. These restrictions are established specifically to ensure that the Property remains dedicated to commercial and business use, thereby preserving its commercial character and value for current and future owners.

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, with the Property to be used exclusively for commercial purposes and with residential use permanently prohibited.

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

DECLARANT:

[Name], 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 commercial real estate attorney is recommended before execution and recording.