

Capital Title

GF# 23-760055-RL

DECLARATION OF CONVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS FOR CLEBURNE ACRES

THE STATE OF TEXAS *
*
COUNTY OF JOHNSON *

Palomarez Martin Ranch, LLC (the "Developers") being the owner of the following described real property lying and being situated in the County of Johnson, State of Texas, and being more particularly described as follows (the "Subdivisions"):

Cleburne Acres, Johnson County, Texas according to plat recorded 2023 Instrument # 134, Slide E-704 7-31-23, of Johnson County, Texas.

for the purpose of carrying out a uniform plan for the development of a high quality residential neighborhood and protecting the value and desirability thereof, does hereby make, declare, adopt and impose upon the above described real property the following covenants, conditions, restrictions and limitations which shall apply to and become a part of all contracts of sales, Contracts for Deed, deeds and other legal instruments whereby title or possession to any lot in said Subdivision is hereafter conveyed or transferred such covenants, conditions, restrictions and limitations to run with the land and to be binding upon and insure to the benefit of all parties, now or hereafter, owning or using the above described property or any portion thereof, their heirs, executors, administrations, successors and assigns.

1. Residential Use. All lots within the Subdivision are hereby restricted exclusively to single-family residential use. No lot shall ever be used for a business or commercial purpose. No structures shall be erected, placed, or maintained on any lot other than a single-family residence with such accessory structures and buildings as a storage building, workshop, and garage. No habitable structure shall be placed on any portion of a lot lying within the 100-year flood zone. Not more than one single-family residence may be erected on a lot. No lot shall be subdivided. The term "residential use" shall exclude specifically travel trailers, and recreational vehicles. As used in this Declaration, the term "lot" refers to any numbered plot of land shown upon a recorded plat of any portion of the Subdivisions in accordance with the terms hereof.

2. Size and Specifications. No building, structure or other improvement shall be commenced, erected, placed, or maintained on any lot, nor shall any addition to or change or alteration, therein be made, until the construction plans and specifications, and a lot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved in writing by the Architectural Committee. A residence may not be lived in or occupied until the residence is 100% complete as per the Architectural Committee approved plans.

A: Conventional on site construction single family residence: Each dwelling must be new construction and shall not be less than 1,500 square feet of heated and air-conditioned space, exclusive of basement, garages, carports, and porches. In the case of multi-store dwellings, the minimum size shall be 1,500 square feet with not less than 800 square feet of heated and air-conditioned space on the first floor. All plans and specifications are subject to the prior written approval of the Architectural Committee to insure the development of a high-quality residential area.

B: Move-in Housing such as manufactured homes, modular homes, and all other Move-On Homes:

(1) All manufactured homes and modular homes shall be of new or like-new construction unless approved in writing in advance by the Architectural Committee.

(2) No double-wide manufactured homes of less than 1,400 square feet of heated and air-conditioned space, or less than 24 feet in width shall be permitted. No single-wide manufactured homes shall be permitted. All manufactured homes shall have shingle roofs (or roofs made of other materials approved in writing by the Architectural Committee) and hardy panel or vinyl siding.

(3) All manufactured homes must have the towing devices, axles and wheels removed, must be placed on a slab or upon blocks or piers, and anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.

(4) All manufactured homes must be completely enclosed from the ground level to the lower portion of the outside walls within 30 days after placement on the property with dealer installed skirting such as hardy panel, masonry, plaster, brick, stucco or other fabricated material specifically approved for the purpose of enclosing manufactured homes, as approved in writing prior to installation, by the Declarant or the Architectural Committee, so as to maintain a neat, harmonious appearance. Lattice and vinyl skirting are not acceptable. Back filling is allowed.

(5) Unless back filled, a front deck built of weather resistant wood shall be installed within 180 days of the installation of a dwelling. The porch shall be minimum of 4 feet by 8 feet and shall have railings and banisters at all appropriate places.

(6) All dwellings and the required front porch will be required to be uniformly underpinned between the base of the home and porch and the ground level with a removable access on the backside. Underpinning shall be complementary to the home. All underpinning must be in place within thirty (30) days of move on.

All plans and specifications are subject to the prior written approval of the Architectural Committee to insure the development of a high-quality residential area.

3. Setback Requirements. The front setback requirements shall be such that no residence shall be located on any lot closer than 150 feet to any front property line.

No buildings of any nature shall be closer than ten (30) feet to any side property line, or closer than fifty (75) feet to the rear property line. Variations from this requirement may be granted in individual cases where tract size, shape, or topography makes this requirement impractical, but any such variations must have the prior written approval of the Architectural Committee. All residence must be centered between the two side property lines of each lot and the front of all residence must face and be parallel to the road fronting the lot. The location of the residence on each lot must be approved in advance in writing by the Architectural Committee.

4. Lot Clearing. No trees shall be removed, cut down, or in any way damaged or destroyed except where improvements are to be located or where such tree is diseased or dead. Lot owner shall keep the lot clear of all weeds, brush, trash, and refuse. Grass should be mowed and not allowed to exceed six inches (6") in height.

5. Quality Construction and Maintenance. All improvements and structures including but not limited to homes, garages, carport, barn, fences, must be constructed of good quality new material and in a workmanlike manner. Such improvements and structures shall be maintained in a good state of repair, kept weatherproofed by painting or such other method as may be necessary and appropriate to preserve the attractiveness thereof and situated so that their appearance will not be detrimental to the Subdivision as a whole. Fascia must be installed on any improvement or structure attached to a residence such as a carport, garage, awning, patio cover, or porch, to match the fascia of the residence, and shall be subject to the prior written approval of the Architectural Committee. Roofing materials on any improvements or structure attached to or adjacent to a home, if visible from any street, must match the roofing material of the residence to which it is attached or adjacent. Rolled roofing and corrugated sheet metal shall not be used as a roof on any residence, or other improvement or structure, unless approved in advance in writing by the architectural Committee. No garage or outbuilding may be erected except simultaneously with or after erection of residence.

6. Easement. A designated distance inside of all property lines, as shown on the Subdivision plat, shall be reserved as a public utility easement (plus such additional space as may be required for guys or other utility pole structures), a drainage easement, or any other easement which would be beneficial to the common good. Any lot owner installing a fence or locating plants and other property within the area encumbered by the easement does so at his own risk since such property could be subject to damage by those entitled to use the easement. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees, or flowers, or to other property of the lot owner situated within any such easement.

7. Time for Completion. Any dwelling or other structure or building, once commenced, shall be completed within reasonable diligence and, in all events, shall be completed as to its exterior within six months from the commencement of construction. No building materials of any kind shall be placed or stored upon any lot until the lot owner is ready to commence construction.

8. Temporary Structures. No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence or dwelling, either temporarily or permanently, without the prior written approval of the Architectural Committee.

9. Septic Tanks and Water Wells. No residence shall be permitted in the Subdivision unless it is served by (a) a septic tank, sewer system or some other sewage disposal system conforming with the regulations and recommendations of the Health Department of the State of Texas and Johnson County, and (b) a water system, conforming with the requirements of and approved by the Texas State Health Department and Johnson County. This includes, but is not limited to, the maintenance of a 150-foot sanitary control easement around any water well (i.e., no septic tank within 150 feet of any water well, whether the well is on the owner's lot or not). All septic tanks must comply with all State and Johnson County regulations and must be inspected by the Johnson County Health Officer or Commissioners Court Designate before, during and after construction and installation. Only one habitable structure shall be connected to a single septic system, and no dry outdoor toilets or cesspools shall be allowed except for temporary use by work crews. Outhouses or privies are not allowed on any lot in the Subdivision.

10. Draining Structures, Ditches, and Stock Tanks. Drainage structures under private driveways shall be constructed to Johnson County specifications (a permit is required) and must be constructed before any residence or other improvement or structure may be placed on the lot. Such structures, where needed are to be installed and maintained continuously at the expense of the lot owner. Natural drainage shall not be disrupted, altered, or changed without prior written approval of the Architectural Committee. No ponds, stock tanks, etc. shall be constructed on any lot in the Subdivision without the prior written approval of the Architectural Committee.

11. Removal and Landfill Operations. No commercial operations for the removal of sand, gravel, topsoil, caliche, or other earthen substances or the commercial harvesting of wood shall be permitted on a lot in the Subdivision, nor shall commercial landfill operations of any kind be permitted on a lot in the Subdivision.

12. Storage of Trash and Weeds. No lot shall ever be used for outside, unenclosed storage of any nature, nor shall any lot or part hereof be used or maintained as a dumping ground for rubbish, debris, or junk. Trash, garbage, or other wastes shall not be permitted except in sanitary, securely closed containers. All incinerators, cans, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not visible from the street.

13. Parking. Streets shall not be used for parking except for occasional or emergency parking of vehicles. No car, truck, bus, boat, trailer, or other vehicle shall be parked on any portion of the lot or driveway unless it is parked to the rear of the residence and not closer than thirty (30) feet from any property line, except with the prior written approval of the Architectural Committee. All garages must be built to the rear of the residence unless another location is approved in writing by the Architectural Committee.

14. Unused Vehicles. The storage of junked, abandoned, or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the Subdivision. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any lot in the Subdivision for more than one week. Repairing of motor vehicles, boats, or other items of a mechanical nature (except for vehicles, boats or other items which are for the personal use of the owner of the lot) shall not be permitted on any lot in the Subdivision.

15. Fences. Fences will be constructed of wood, chain link, or other industry standard fencing material. Sheet metal fences will not be allowed. Fences shall be a maximum 6 feet high and shall not extend closer to the street than the front line of the dwelling. All fences are subject to the prior written approval of the Architectural Committee.

16. Signs. Except for one sign of not more than 6 square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any lot. However, signs, offices, storage areas, and model units may be used by the Developer, a contractor or other builder to sell and advertise (a) Subdivision property and (b) residences in the Subdivision during construction and for a reasonable sales period thereafter.

17. Noxious Activity. No noxious or offensive activity shall be carried on or maintained on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the Subdivision. All lots must be kept in a neat and clean condition. No items of personal property of any kind shall be placed on any lot except as stored in a garage, storage shed or comparable enclosed structure or screened from view from all roads and adjoining lots. No items such as swing sets, children's toy, barbecue pits, picnic tables, etc. shall be kept or placed on the outside of

the residence except to the rear of the residence. Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed, or maintained on any lot unless they are concealed in such a manner so as not to be visible from the streets. The front yard must be kept in a neat and uncluttered condition.

18. Exotic/Wildlife/Cattle Committee and/or Association.

(A): Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Tract except that one (1) horse, (1) cow, (1) sheep or one (1) goat per acre, or any combination thereof, may be kept, as long as the maximum number does not exceed one (1) per acre in the Lot and does not become a nuisance or threat to other Owner. Animals, except for swine, being raised for 4-H or F.F.A. school sponsored programs will be permitted. All animals being raised by individual Tract Owners must be kept in a fenced area on the Owners Tract. Dogs, cats, or other common household pets may be kept in reasonable numbers. Dogs must be kept in a kennel, dog run, or fenced area. Dogs will not be permitted to run loose in the Subdivision and must be vaccinated for rabies once a year. If a pet becomes a nuisance, such Member shall remove such pet from his Tract within (10) ten days from receipt of such notice. Failure to remove pet will allow the A.C.C Committee to use any of the remedial approved herein. In no event shall vicious or dangerous animals be allowed with the Subdivision.

19. Driveways. All lots must have a driveway extending from the street pavement to the garage and the vehicle parking area to the rear of the residence. All driveway materials must meet with specifications established by the Architectural Committee and may include, gravel, crushed Limestone, concrete, asphalt pavement.

20. Enforcement of Conditions and Restrictions. The conditions and restrictions set forth herein are for benefit of and shall inure to the Declarant, the Architectural Committee, the Association and each and every owner of any lot. After 15 days written notice of violations of restrictions, the Johnson County Commissioners Court, the Developer, the Architectural Committee, or any other person or entity mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person, persons, or entity violating or attempting to violate any covenant, condition, reservation, restrictions, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including reasonable attorney fees, shall be recovered from anyone adjudged to have violated these restrictions by the party bringing the suit or other action. Failure to enforce any covenant, condition, reservation, restrictions, or limitation herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any variance from the conditions and restrictions set forth herein shall be submitted to, and approved by, the Architectural Committee.

21. Architectural Committee. There is hereby created and activated an Architectural Committee for the purpose of ensuring compliance with this Declaration by supervising, controlling, and approving all construction plans for residences, structures, and other improvements to be built or placed upon any lot, and for further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this Declaration. The Architectural Committee is also given authority to enforce or amend these restrictions in any manner it deems appropriate and to act for the best interest of the Subdivision. The initial members of the Architectural Committee shall be Phil Essex, Garrett Dillon. If any one or more of the two members refuses or fails to serve, the remaining member or members are hereby authorized to appoint a person or persons as replacement members. In the event all the Architectural Committee members fail, refuse or are unable to serve, then the owners of the property in the Subdivision shall elect a new Architectural

Committee, each lot in the Subdivision to have one vote in such election.

22. Property Owners Association. Each owner of a lot in the Subdivision shall be a member of Cleburne Acres OWNERS ASSOCIATION (the "Association"). The purpose of the Association is to provide for the management, maintenance, administration, and operation of:

- a) The duties of the Architectural committee.
- b) The enforcement of these Declarations.
- c) "Common Areas" including, but not limited to, Subdivision entrances together with associated fences, gates, and landscaping.
- d) Any property conveyed to the Association by Developer; and
- e) Any other function pertaining to the well-being of the Subdivisions.

The Association shall be activated and commence on or about October 1, 2023, and shall be managed initially by a Board of Directors composed of Lawrence Martin and Penny Martin. If any one of the two initial directors refuses or fails to serve on the Board for any reason, the remaining directors are hereby authorized to appoint a replacement director. A meeting of all members of the Association shall be called by the initial Board of Directors within sixty (60) days of the date Developer has closed the sale on ninety percent (90%) of the lots within the Subdivision or August 31, 2025, whichever last occurs, or earlier at Developer's election, for the purpose of electing successor directors. A quorum of twenty-five percent (25%) of all lot owners is required for the initial member organizational meeting. A majority of the quorum shall elect three (3) persons to serve on the Board of Directors and approve and conduct such other business as may properly be brought before such meeting. Each lot in the subdivision shall be entitled to one vote in the Association. When more than one person holds an interest in any one lot, all such persons shall be members of the Association, but they shall collectively cast only one vote for each lot owned. The Association shall be incorporated under the Texas Non-Profit Corporation Act, have a Board of Directors, consisting of three (3) members until otherwise determined, and shall act by majority vote in accordance with this Declaration and with the by-laws of the Association.

23. Membership in Association. Each lot owner is required to be a member of the Association. By acceptance of a deed to any lot or lots in the Subdivision, the owner thereof personally agrees to be and become a member of the Association and to be and become bound and obligated by the terms and provisions of this declaration.

24. Obligations of Lot Owners. Each owner of a lot in the Subdivision covenants and agrees, and by acceptance of a deed to such lot is deemed to covenant and agree, to pay to the Association: (a) an annual assessment of charge and (b) special assessments as and when levied. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall, and to the full extent permitted by law, be a charge and a lien on the lots subject to this Declaration and each shall be continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the reasonable attorney fees, shall also be the personal obligation of the person or entity who was the owner of each lot in the Subdivision at the time the assessment became due. The Architectural Committee may establish, collect, and administer all assessments prior to the formation of the Association. From and after the activation of the Association, the Association shall have the duty and obligation to establish, collect and administer such assessments.

25. Annual Assessment. Each lot in the Subdivision is subject to an annual maintenance charge assessed equally against all lots subject to this Declaration in an amount to be established initially by the Architectural Committee and then by the Board of Directors of the Association thereafter. Such assessment shall be the obligation

of the record owner of each lot in the subdivision at the time the assessment is due. The amount of the annual assessment shall be determined by the levying authority at least thirty (30) days prior to January 1 and written notice of such assessment shall be sent immediately to each member of the Association. If not paid by March 1, the annual assessment shall be deemed delinquent and shall be subject to a late charge equal to five percent (5%) of the amount of the assessment.

26. Special Assessment. In addition to the annual assessment herein authorized, the Board of Directors of the Association may levy a special assessment at any time deemed necessary, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenances, repair or replacement of (a) any bridge or road within the Subdivision not maintained by a public entity, or (b) any property within the Subdivision conveyed to the Association by the owner thereof, and for other purposes deemed necessary by the Board of Directors of the Association, to maintain or improve the Subdivision for the general benefit of the owners and occupants thereof.

27. Vote on Special Assessment. If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, such assessment shall not be valid unless and until it has been approved by a majority vote of the members at a meeting duly called for such propose. Written notice of the meeting with expiation of the proposed action shall be sent to each member of the Association not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Twenty percent (20%) of all members of the Association shall constitute a quorum and such special assessments shall not be levied unless approved by a majority of those present and voting at such meeting, a quorum being present.

28. Cleaning Lots. After thirty (30) days notice to the owner, thereof, the architectural Committee or the Association, when activated, shall have the right to clean and clear lots of unsightly weeds, grass, brush, trash, and refuse, such cleaning and clearing to be at the expense of the particular lot owner and for which a lien in favor of the Association may be placed upon the property, including interest, costs, and attorney fees. Such lien shall be treated by the Association in the same manner of other assessments against such lot.

29. Uniform Assessments. Both annual and special assessments must be fixed to a uniform rate for all lots; provided, however, individual lot owners may be separately assessed for the reasonable cost of clearing lots as authorized elsewhere in this Declaration.

30. Lien of Assessment. The lien of any assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the lot owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the owner of his personal obligation and liability. No assessment lien shall be impressed against any lot as long as the Veterans Land Board holds title. (This applies to purchase made under Veterans Land Board program only.)

31. Partial Invalidity. If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration

32. Duration of Restrictions. The covenants, conditions, reservations, restrictions, and limitations herein published and impressed on all lots in the Subdivision shall run with the land and shall be binding on all owners of properties in the Subdivision for a

period of twenty-five (25) years from and after the date hereof and shall thereafter be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by two-thirds (2/3rds) of the lot owners has been recorded, agreeing to change said covenants, conditions, restrictions, reservations and limitations.

33. Amendment. The Architectural Committee as herein constituted shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration; provided, however, when the Architectural Committee is abolished under other provisions of the Declaration, the right of amendment shall terminate and such right shall not be exercised by the successors to the Architectural Committee, except as otherwise allowed by law.

34. Deviations. The Architectural Committee or the Board of Directors of the Association, when activated, may exercise a limited right to approve deviations from the provisions hereof without an actual amendment of the Declaration, when in the opinion of the Architectural Committee or said Board of Directors, such deviation will be beneficial to other owners of lots in the Subdivision.

35. Right of Developer. The Developer or its agents shall have the right to use any unsold lot for a sales office location, future road right-of-way, or any other purpose Developer deems necessary.

36. Drilling. No oil or gas Drilling, oil or gas development operations, oil refining, quarrying, or mining operations, of any kind shall be permitted on a lot in the Subdivision.

37. No Pollution or Environmental Contamination. There shall be no activities on any lot or in part of the Subdivision that could result in the pollution or environmental contamination of the air, water or land contained within or adjacent to the Subdivision, or that would result in the violation of any environmental law or ordinance.

38. Revisions to Recorded Plat. The developer and/or Architectural Committee shall have the right to make revisions to the recorded plat of the Subdivision and to file amended plats do not interfere with the established rights.

39. Floodplain. Portions of lots located in Phases 2 & 3 are in the floodplain. No new construction, substantial improvement, septic tank, or other development (including cut and/or fill) shall be permitted within the flood prone areas, unless it is first demonstrated by engineering data submitted by owner's engineer that the effect of the development will not increase the water surface elevation of the base flood at any point within the community.

Lawrence Martin

Lawrence Martin, Manager
Palomarez Martin Ranch, LLC

STATE OF TEXAS

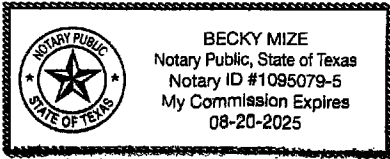
COUNTY OF Rutland

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This instrument was acknowledged before me on the 18 day of Sept, 2023 by Lawrence Martin, President of Palomarez Martin Ranch, LLC, on behalf of said company.

Becky Mize

Notary Public, State of Texas
My Commission Expires: _____



Notary's Typed/Printed Name

AFTER RECORDING RETURN TO:
Palomarez Martin Ranch, LLC
8905 Briarcrest
Rowlett, TX 75089

**Johnson County
April Long
Johnson County
Clerk**

Instrument Number: 2023 - 26522

eRecording - Real Property
Restrictions

Recorded On: September 19, 2023 10:28 AM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$58.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023 - 26522
Receipt Number: 20230919000053
Recorded Date/Time: September 19, 2023 10:28 AM
User: Leslie S
Station: ccl83

Record and Return To:

Simplifile
5072 North 300 West
PROVO UT



**STATE OF TEXAS
COUNTY OF JOHNSON**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Johnson County, Texas.

April Long
Johnson County Clerk
Johnson County, TX

April Long