

State of Texas

County of Robertson

**Restrictive Covenants- Enchanted Forest
Tracts 37-39**

Date: December 14, 2022 Effective Date

Grantor: Robertson County Building LLC - Series A

Grantor Mailing Address: P. O. Box 1292, Franklin, Texas 77856

Property: Tracts 37 to 39 inclusive in the Enchanted Forest Subdivision, in Robertson County, Texas, according to the map and plat of said Subdivision of record in Volume T, Pages 77-77d of the Map and Plat Records of Robertson County, Texas.

Restricted Uses of the Property: Each Tract of the Property (and each tract of 10 acres or more of) shall be used

- a. for no more than one single family residence (Residence); and
- b. so that the single family residence shall contain at least 1300 square feet of living area (living area being the part of the residence that is heated and cooled and is not a part of the garage)
- c. Guest houses may be built on Tracts.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Restrictive Covenants

1. *Restrictions on Use of Property.* No portion of the Property may be used in any way other than in compliance with the Restricted Uses of the Property for the period beginning on the Date and ending fifty years after the Date.

2. *Prohibited Uses.* The Property will not be used for the following prohibited use for a period beginning on the Date and ending fifty years after that Date:

- a. any illegal activity;
- b. any nuisance or noxious or offensive activity, except that any owner of 10 or more contiguous acres in the Property may conduct hunting on the owner's contiguous Tract or Tracts of 10 acres or more;
- c. any dumping of rubbish;
- d. any storage or location on the Tracts of -
 - i. building material except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles; or
 - iii. unsightly objects unless completely shielded by a Structure
- e. any commercial keeping or raising of swine or poultry (excluding 4-H or FFA projects);
- f. any commercial or professional activity except reasonable home office use and except for digging and operation of select fill dirt pit;
- g. the drying of clothes in a manner that is visible from any street or road;

- h. the display of any sign except -
 - i. one advertising the Tract for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;
- i. installing or allowing a barndominium or metal clad housing, modular housing, mobile home, manufactured home, manufactured housing, motor home or house trailer on the Property, except that barndominiums are allowed with 25% of the building materials of the exterior walls of the barndominium shall be constructed out of masonry, including brick, rock, stone, cement fiber boards or the equivalent;
- j. the building materials of the exterior walls of the Residence shall be constructed out of masonry, including brick, rock, stone, cement fiber boards or the equivalent, except barndominiums under i above which shall have 25% of the building materials of the exterior walls of the barndominium shall be constructed out of masonry, including brick, rock, stone, cement fiber boards or the equivalent;
- k. allowing a recreational vehicle on the Property to be used as living quarters;
- l. interfering with a drainage pattern or the natural flow of surface water;
- m. outbuildings shall mirror or complete the look of the residence on the Tract and must be located on the Tract behind the front elevation of the residence and must be constructed with at least 25% masonry, including brick, rock, stone, cement fiber boards or the equivalent;
- n. locating portable sheds, portable carports or portable buildings on the Property or attaching such sheds, carports or buildings to the Property, unless as such sheds, carports or buildings are not visible from the road.

3. *Utility Easements.* The utility easements described on the plat of the subdivision and adjoining the roads are 20 feet wide as set out in the plat of the subdivision. There is also established a ten feet wide utility easement adjoining the road in locations where there is not a utility easement shown on the plat. There is established by Grantor on the boundaries of the Tracts of the Property that are not in the center of the road, a ten feet wide utility easement and if the ten feet wide utility easement does not join another ten feet wide utility easement, the easement shall be twenty feet wide for utilities. The utility easements shall be available for utilities to serve the Property including but not limited to easements for electricity, underground electric lines, (and above ground lines and electricity poles, and guy wires where allowed, telephone, internet, other communications, water and water lines. Owner of any Tract of the Property may utilize these easements for utilities to Owner's Tract. Grantor may utilize these easements to Grantor's real property. The utilization by one utility of these easements does not prevent the utilization by another utility. For Tracts 10 to 36, electricity lines in easements adjoining the county roads and electric lines within 100 feet of the center of a county road shall be placed underground.

4. *No Further Subdivision in less than 10 acres.* No Tract of the Property may be subdivided into less than 10 acre tract..

5. *Amendment.* While Grantor owns a Tract of the Property, these restrictive covenants may be amended in whole or in part from time to time, and at any time, by written instrument signed by Grantor and recorded in the real property records of Robertson County, Texas. When Grantor does not own a Tract of the Property, then these restrictive covenants may be amended in whole or in part from time to time, and at any time, by written instrument signed by Owners of more than 70% of the Tracts described in Property and recorded in the real property records of Robertson County,

Texas.

6. *Covenants Running with the Land.* Without limiting the provisions of any paragraph above, the provisions of covenants will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the respective portions of the Property.

7. *Binding Effect.* These restrictive covenants bind, benefits, and may be enforced by the successors in interest to the Grantor and any Tract owner.

8. *Choice of Law.* The restrictive covenants will be construed under the laws of the state of Texas, without regard to choice-of-law rules in any jurisdiction. Venue is in the state district court of Robertson County, Texas

9. *Attorney's Fees.* If Grantor or any Tract Owner retains an attorney to enforce these covenants, the party prevailing in litigation will be entitled to recover reasonable attorney's fees and court and other costs.

10. *Severability.* If a provision in these covenants is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the covenants, the unenforceability does not affect any other provision of these covenants and the remaining covenants will be construed as if the unenforceable provision had never been a part of the covenants

11. *Remedies Cumulative.* Except as otherwise provided herein, all rights, privileges, and remedies afforded the parties by these covenants will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of these covenants and that the granting of equitable remedies may, and probably will, be necessary.

12. *Number and Gender.* The use of the singular will be deemed to mean the plural, the masculine to mean the feminine or neuter, and the neuter to mean the masculine or feminine when context requires.

13. *Captions.* Captions used in these covenants are for convenience only and will not be considered as a limitation on or an expansion of the terms of the covenants.

14. *Construction of Covenants.* The terms and provisions of these covenants will be interpreted and construed in accordance with their usual and customary meanings, and must not be interpreted or construed against any person or entity whose attorney prepared this agreement or any draft hereof.

15. *Entire Agreement.* These covenants are the entire agreement of the Grantor and Owners of Tracts of the Property. There are no representations, agreements, warranties, or promises, and no party is relying on any statements or representations of any agent of any party, that are not in these covenants.

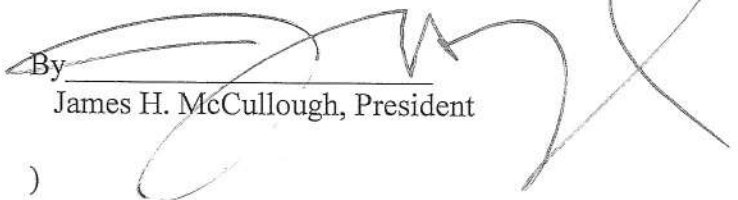
16. *Notices.* Any notice required or permitted under these covenants must be in writing. Any notice required by these covenants will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown at the Robertson Central Appraisal District. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *No Third-Party Beneficiaries.* Nothing in these covenants, expressed or implied, is intended or may be construed to confer on any person or entity, other than the Grantor and Owners of Tracts of the Property and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of these covenants.

18. *Time.* Time is of the essence with respect to each covenant, and obligation of any Owner of a Tract set forth in this agreement.

19. Notwithstanding anything herein to the contrary, Grantor, Grantor's successors and assigns reserve the non exclusive right to utilize the utility easements for utilities to property owned by Grantor, Grantor's successors and assigns and to grant utility easements over and across such utility easements to property of Grantor, Grantor's successors and assigns.

Robertson County Building LLC - Series A

By 
James H. McCullough, President

STATE OF TEXAS)

COUNTY OF ROBERTSON)

This instrument was acknowledged before me on June 1, 2023, by James H. McCullough, President of Robertson County Building LLC - Series A, a separate series of Texas limited liability company on behalf of such separate series of Texas limited liability company.




Notary Public, State of Texas

Return to
PRMR
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Franklin, Texas 77856