

RESTRICTIVE COVENANTS & CONDITIONS

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BROWN §

Be it known that Command Decisions, Inc., a Texas corporation ("Declarant"), for the purpose of attaching these Restrictions & Conditions ("Restrictions") upon the Lot(s), as set out below and any other property added to the Lot(s) in the future (as described in Section 18.03), does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following Restrictions, conditions and use limitations upon the Lot(s). All these Restrictions, conditions, and use limitations set forth herein shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of the Lot(s) is hereafter conveyed or transferred.

DEFINITIONS:

As used in these Restrictions, the terms set forth below have the following meanings:

Auxiliary Structure- a building of any type other than a Residential Dwelling that is constructed or placed on a Lot, whether or not it is affixed to the land, including but not limited to a garage, barn, storage building, greenhouse, and other building constructed or placed on any part of a Lot. Living quarters may be included in an Auxiliary Structure that is constructed on the Lot, but such structure is not considered a Residential Dwelling for the purpose of these Restrictions unless, at Owner's option, the Owner declares the said Auxiliary Structure with living quarters to be a Residential Dwelling and said structure meets all criteria for a Residential Dwelling. Manufactured Home(s) as defined below shall not be considered an Auxiliary Structure for the purposes of these Restrictions.

Builder- a person or entity other than Declarant who either purchases a Lot(s) for the purpose of constructing a Residential Dwelling or Auxiliary Structure thereon for sale or is engaged by the Owner of a Lot for the purpose of constructing a Residential Dwelling or Auxiliary Structure on the Lot.

Declarant- Command Decisions, Inc., a Texas corporation, its successors or assigns.

Guest House- a structure with living quarters for residential purposes constructed on the Lot after the primary residential structure has been completed.

Manufactured Home(s)- a mobile home, manufactured home, modular home, or other similar structure that is not a site-built residence permanently affixed to the land. Manufactured Home(s) shall not be considered an Auxiliary Structure.

Owner or Owners- any person, firm, corporation or other entity or any combination thereof that is the record Owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Residence- a structure located on a Lot used for habitation purposes (ie. Auxiliary Structure with living quarters, Guest House, Manufactured Home(s), Residential Dwelling, Tiny Home, etc.)

Residential Dwelling- the primary residential structure on a Lot for single-family residential use meeting the minimum square footage requirements as described in Section 3.01.

TCEQ- the Texas Commission on Environmental Quality.

Lot or Lot(s)- shall mean and refer to each Lot or parcel of land described as Lots 1 – 26 as shown on the plat filed in Volume 5, Slide 367 of the Plat Records of Brown County, Texas. In the event any Lot is subdivided as allowed in accordance with these Restrictions, the resulting parcel(s) shall then each also be referred to as a Lot. Should any property be added to these Restrictions in accordance with Section 18.03 the additional property shall then each also be referred to as a Lot(s).

Travel Trailer- A commercially built non-self-propelled recreational vehicle with wheels designed to be used as a piece of camping equipment, pulled by a motor vehicle. Unit must include living quarters, and

provide cooking, eating, sleeping and bathroom facilities. A structure built on a movable trailer frame shall not be considered a Travel Trailer for the purposes of these restrictions.

Article I. GENERAL

Section 1.01 LIMITATIONS: The Lot(s) will be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in these Restrictions, which run with the land.

Section 1.02 UTILITY EASEMENTS: All Lots have a twenty-foot (20') wide public utility easement along the road frontage and ten-foot (10') wide public utility easement along the side and rear boundary lines as shown on the recorded plat. In addition to the above:

Article II. USE RESTRICTIONS

Section 2.01 BUSINESS & COMMERCIAL USE: No Lot may be used for commercial use. Agricultural and ranching operations shall not be considered a commercial use, trade or business for the purposes of these Restrictions; provided that no commercial feed lots, commercial bird operations, racing or betting operations, or similar commercial enterprises shall occur on a Lot. Agricultural and ranching operations must be typical for the area and quality agri-management practices must be utilized.

Section 2.02 INCIDENTAL BUSINESS USE: No trade or business may be conducted in or from any Lot, except such use within a Residential Dwelling or Auxiliary Structure (or another suitable building as appropriate for the purposes of this paragraph, and any such Residential Dwelling or Auxiliary Structure or suitable building shall be referred to collectively as "Building" for the purposes of this Section) where:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Building;
- (b) the business activity conforms to all zoning requirements and other Restrictions applicable to the Lot(s);
- (c) the business activity does not involve substantial visitation to the Building or Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Lot(s), other than incidental mail delivery and other incidental delivery services; and
- (d) the business activity is consistent with the rural-residential character of the Lot(s) and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Lot(s).
- (e) The uses set out in the preceding (a) through (d) shall be referred to singularly or collectively as an "Incidental Business Use." The terms "business" or "trade" as used in this Section shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or providing of goods or services for or to persons other than the provider's family, regardless of whether:
 - (i) such activity is engaged in full or part-time;
 - (ii) such activity is intended to or does not generate a profit; or
 - (iii) a license is required therefor.
- (iv) Notwithstanding the above, the leasing of a Residential Dwelling or Lot shall not be considered a commercial use, or trade or business within the meaning of this Section.

Section 2.03 GARAGE SALES: One garage sale, attic sale, estate sale, moving sale, or yard sale (or any similar vending of merchandise) will be allowed once per year on each Lot.

Section 2.04 DECLARANT EXEMPTION: This Article does not apply to any activity conducted by the Declarant, or by a Builder with approval of the Declarant, with respect to its development and sale of any part of the Lot(s).

Article III. STRUCTURES

Section 3.01 TYPES: Each Residential Dwelling shall contain not less than 1,200 square feet of heated living area, exclusive of open porches, breezeways, carports, and garages.

Section 3.02 QUANTITY & STYLE: Only one Residential Dwelling is allowed for every five (5) acres, with a maximum of two (2) Residential Dwellings per Lot. In addition to an allowed Residential Dwelling, a reasonable number of Auxiliary Structures is permitted; however, only one such Auxiliary Structure

may contain and utilize living quarters on each Lot. (Examples of Auxiliary Structures that may contain and utilize living quarters include garage apartments, barns with living quarters, and guest house.) Additionally:

- (a) Residential Dwellings shall be built of materials and by practices considered reasonably standard and acceptable to the area. All structures and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition by their respective Owners. Building permits shall be obtained for each structure if mandated by local government requirements.
- (b) Only a Residential Dwelling and Auxiliary Structure with living quarters referenced in this Section shall be used as residences and shall meet or exceed all building code requirements if building codes are required.
- (c) A Residential Dwelling must be completed and in-use prior to any Auxiliary Structure with living quarters being used as a residence.
- (d) An Auxiliary Structure containing living quarters must have a total square footage of 1,000 square feet with a minimum of 500 square feet of heated living area exclusive of open porches, breezeways, carports, and garages.

Section 3.03 SETBACKS: All Residential Dwellings, Auxiliary Structures, buildings, garages, barns and other buildings constructed or placed on any part of any Lot must be set back at least fifty feet (50') from any property boundary line.

Section 3.04 COMPLETION OF CONSTRUCTION: Any Residential Dwelling, Auxiliary Structure or other improvement shall be constructed and completed within eighteen (18) months of the earliest to occur of:

- (a) the placement of building materials on the Lot, or
- (b) the commencement of foundation work, or
- (c) the commencement of on-site work for the structure or improvement itself.

Article IV. ANIMALS:

Section 4.01 SWINE: No hogs or pigs will be allowed on any Lot, except that one hog or pig per child residing on said Lot shall be allowed to be kept for FFA (or similar organization) project so long as said animal is kept in a reasonably sanitary manner at least one hundred feet (100') from any property line joining another Lot(s) and at least one hundred fifty feet (150) from any property line fronting any ROW.

Section 4.02 NUMBER & TYPE OF ANIMALS: The number and type of animals kept on each Lot must be controlled so as not to create a substantial visual, noise, odor, or safety nuisance to the users of the surrounding Lots and so as not to endanger the condition of each Lot by overgrazing.

Section 4.03 LOCATION OF ANIMALS: All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the Lot.

Section 4.04 CANINES: A maximum of one outside dog per two and a half (2.5) acres shall be allowed to be kept on each Lot.

Article V. MAINTENANCE

Section 5.01 Each Lot Owner will be responsible for the maintenance, repair and upkeep of their respective Lots and any and all Residential Dwellings, Auxiliary Structures, buildings, and improvements thereon.

Article VI. SIGNS

Section 6.01 SIGN TYPES: No sign, billboard, or advertising device may be displayed on any Lot which is within the public's view except the following:

- (a) Signs advertising a Lot for sale provided that it does not exceed five (5) square feet in size.
- (b) Signs used for the initial development, construction and/or sale of the Lots by the Declarant or by a Builder.
- (c) A reasonable number of typical small, four (4) square feet or less, "no trespassing" signs
- (d) One typical, four (4) square feet or less sign indicating the address of the Lot.

Article VII. VEHICLES

Section 7.01 Two or more vehicles in disrepair placed on any Lot for more than two (2) weeks shall constitute a junk yard, and is hereby prohibited, unless said vehicles are kept in a completely enclosed structure. Any vehicle not possessing a current license plate and/or inspection sticker, or which is not in drivable condition, shall be considered in disrepair.

Article VIII. STORAGE

Section 8.01 Materials or equipment of any kind stored outside on any Lot shall be arranged in an orderly manner on the rear one half of the Lot and no closer than fifty feet (50') from any property line that joins another Lot(s).

Article IX. CAMPING

Section 9.01 Camping on any Lot is limited to four (4) weeks per calendar year. Any camping facilities (ie. tents, camping trailers, RVs, etc.) shall be located at least fifty feet (50') from any property line that joins another Lot(s) and at least one hundred fifty feet (150') from any property line fronting any ROW. Camping facilities shall not be left on the property except during the six-week period provided for herein unless contained within a fully enclosed building or placed where said camping facilities are not visible from an adjoining Lot.

Article X. MANUFACTURED HOME(S)

Section 10.01 ALLOWED TYPE: **MANUFACTURED HOME(S) SHALL NOT BE ALLOWED.**

Article XI. NUISANCE AND ANNOYANCE

Section 11.01 TYPES: No activity of any type shall be allowed that would create an unreasonable noise, visual, odor, safety concern involving an unreasonable risk, or other nuisance to the users of the Lot(s). No portion of the Lot(s) shall be used, in whole or in part, in a way that creates a nuisance. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. In addition:

- (a) No substance, thing, animal, or material shall be kept upon any portion of the Lot(s) that will emit foul or obnoxious odors or that will cause any noise or other condition that will substantially disturb the peace, quiet, comfort, or serenity of the Owners and/or occupants of the Lots.
- (b) Unless otherwise specifically authorized herein, no noxious, illegal, or offensive activity shall be carried on upon any portion of the Lot(s), nor shall anything be done to cause a nuisance.
- (c) There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Lot(s).
- (d) No part of any Lot shall be used or maintained as a dumping ground for rubbish, debris or junk.
- (e) No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for residential monitoring purposes, shall be installed or operated on the Lot(s), unless required by federal, state or local regulation.

Section 11.02 HEIGHT NUISANCE: An improvement of any kind that exceeds forty feet (40') in height is considered a nuisance pursuant to this Section.

Article XII. WATER WELLS AND SEPTIC SYSTEMS

Section 12.01 Sanitary control easements must be maintained by the Owner of each Lot around any water wells in compliance with TCEQ Standards. Water wells must be placed in accordance with State law, any Groundwater Conservation District, any greater requirements of the TCEQ or the county in which the Lot is located. An Owner must adhere to the requirements of any applicable water district or county for water wells and septic systems.

Section 12.02 No outdoor toilets shall be erected on any Lot (other than for temporary construction use not to exceed three (3) months). A private sewage system shall be installed prior to the habitation of any

structure on the Lot(s). An Owner shall comply with all requirements of the applicable county and the TCEQ before installing a private sewage system and for so long as one is operated.

Article XIII. GROUNDWATER AND WATER SUPPLIES

Section 13.01 Any groundwater arising from a Lot or originating from a well on such Lot must be used in a reasonable manner. No amount of groundwater may be withdrawn from a well on a Lot that would substantially deplete the groundwater on any other Lot. As the groundwater originating on each Lot is primarily intended for use on said Lot, no more than an incidental amount of groundwater may be removed beyond the perimeter of each Lot. Normal household water is anticipated to be obtained through the local public water system. Declarant/Seller shall have no responsibility nor liability for the sufficiency and/or capacity of any water source including any existing water wells.

Article XIV. FIREARMS AND HUNTING

Section 14.01 USE: The use of firearms on the Lot(s) is not barred unless prohibited by law; however, anyone who discharges a firearm must comply with all local, state, and federal laws and is liable for any resulting property damage or injury. Extreme caution must be used when discharging any firearm.

Section 14.02 LIMITATIONS: The recreational discharge of firearms, except game hunting, (ie. "sport" shooting/target practice) shall be conducted during daylight hours only and shall not exceed four (4) hours of cumulative noise generation during any 7-day period. Additionally, any recreational discharge of firearms shall be setback a distance of at least 300ft from any Residential Dwelling on a Lot, unless written permission is granted by the Owner of the Lot with Residential Dwelling within the 300ft setback distance.

Section 14.03 Hunting on the Lot(s) is prohibited.

Article XV. SUBDIVISION OF LOTS

Section 15.01 BY OWNERS: No Lot will be further subdivided without the joinder of the Owners representing at least sixty-seven percent (67%) of all the Lot(s), evidenced by the signature of at least one Owner of each Lot (county approval may be required on any subdivided Lots – Lot Owners shall comply with all current county requirements before re-subdividing).

Section 15.02 BY DECLARANT: Declarant reserves the right to combine lots, subdivide and re-subdivide Lots, without Owner approval, for so long as Declarant owns any portion of the Lot(s).

Article XVI. FLOODPLAIN/LOW-LYING AREAS

Section 16.01 A portion of the Lot(s) may lie in a floodplain or low-lying areas that are subject to flooding or water saturation and may constitute wetland areas. The Owner of each Lot must use caution and conservative judgment when installing any improvements in or near the flood plain, wetland, or low-lying areas. An Owner is solely responsible for determining the location of such floodplain, wetland, or low-lying areas, any floodplain elevations that are pertinent to an Owner's plans and deciding at what elevation and location improvements will be constructed.

Article XVII. TEXAS 811

Section 17.01 Before performing any construction, excavation, or soil disturbance on a Lot, an Owner or prospective Owner, or a representative on his behalf should contact Texas 811, at (800) DIG-TESS (344-8377), or its successor.

Article XVIII. AMENDMENT, DURATION, AND ANNEXATION

Section 18.01 AMENDMENT:

- (a) By Declarant: Declarant retains the right to execute amendments to and grant variances from these Restrictions without the joinder of any Owners so long as Declarant owns any portion of the Lot(s). Any such amendment or variance must be evidenced in writing and must be signed by the Declarant. Further, such amendment or variance may not adversely impact an Owner's legitimate existing use already in effect when said variance or amendment is made and said use will be grandfathered as to that Owner.

- (b) By Owners: These Restrictive Covenants may be amended, altered, or cancelled by the affirmative vote of the Owners representing sixty-seven percent (67%) of the total Lots (one vote per Lot, and any one Owner may cast the vote for a Lot). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed of record in the Official Public Records of Brown County, Texas to be valid and effective. Provided however, if the Declarant owns any portion of the Lot(s), any amendment, alteration, or cancellation of these Restrictions requires the joinder of the Declarant.
- (c) Challenge: Any challenge to the validity of an amendment or variance must be asserted within two (2) years of the recordation of such amendment.

Section 18.02 DURATION: These Restrictions are to run with the Lot(s) until December 31, 2043, and shall extend automatically for additional periods of five (5) years each unless the Owners of Lots representing at least sixty-seven percent (67%) of the total Lot(s) determine to terminate these Restrictions at the eve of any of said additional five (5) year periods (any one Owner may cast the vote for a Lot) through a duly recorded written instrument terminating these Restrictions.

Section 18.03 ANNEXATION: Other land not originally referenced as "Lot(s)" in this instrument may be added to this instrument to become part of the "Lot(s)" by the recording of an instrument adding said land and said instrument shall be executed by the Declarant and any other Owner of said additional land being added herein. Any such land that is added shall become a part of these Restrictions to the same extent as if it had been originally included.

Article XIX. MISCELLANEOUS

Section 19.01 ENFORCEABILITY: The Restrictions constitute covenants running with the land and inure to the benefit of the undersigned and its successors and assigns, the County in which the property is located, as well as each and every Owner of a Lot, their heirs, successors, and assigns. Any one of said beneficiaries shall have the right to enforce these Restrictions in equity or at law. Provided however, if a property owners association is formed, such property owners association shall have the sole and exclusive right to collect assessments except for any road maintenance fees provided for otherwise in a separately recorded document affecting the Lot(s), unless those road maintenance fees are taken over by such property owners association during the term of existence of any such property owners association.

- (a) Additionally, Lot Owners, County officials acting in their official capacity, and the Declarant are empowered to enforce the covenants, conditions and restrictions contained in these Restrictions. Enforcement of these Restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate these Restrictions, either to restrain or prevent such violation or proposed violation, or obtain any other relief authorized by law. Such enforcement may be by the Owner of any Lot, the County in which the property is located, or by the Declarant, or their heirs, successor or assigns. The violation of the Restrictions will never at any time work an estoppel upon any person entitled to claim benefits of these Restrictions. In the event of litigation enforcing any Restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

Section 19.02 SEVERABILITY: If one or more of such provisions contained in the Restrictions shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.

Section 19.03 NO WAIVER: Failure at any time to enforce these Restrictions, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so from time to time thereafter. The Declarant, its partners, employees, affiliates, successor and assigns shall have no liability for the applicability, validity, or non-enforcement of any of the restrictive covenants, amendments, variances, and documents referenced in these Restrictions.

Section 19.04 CONFLICTS: Should any conflict arise between these Restrictions and any earlier, recorded, valid restrictive covenants still in effect, these Restrictions will be deemed to control and govern land use for the Lot(s).

Section 19.05 INTERPRETATION: These Restrictions must be liberally construed to effect their purposes and intent.

Section 19.06 ARTICLES & SECTIONS: Article and Section headings in these Restrictions are for convenience of reference and do not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

Section 19.07 NUMBER AND GENDER: Pronouns, whenever used herein, and of whatever gender, include natural persons and corporations, entities and associations of every kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

Article XX. SECURITY

Section 20.01 NEITHER THE DECLARANT, ITS PARTNERS, DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR ANY SUCCESSOR DECLARANT ("DECLARANT PARTIES") SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE LOT(S) NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT PARTIES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT, OR OWNER OR USER OF AN IMPROVEMENT ON THE LOT(S), ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO STRUCTURES AND IMPROVEMENTS AND TO THE CONTENTS OF STRUCTURES AND IMPROVEMENTS ON THE LOT(S).

Executed this 5th day of May, 2023, to be effective the 5th day of May, 2023.

COMMAND DECISIONS, INC.

By: _____

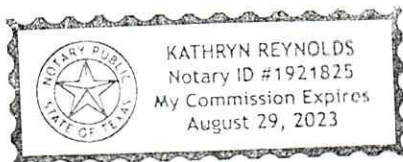
By: Command Decisions, Inc.

By: Jay Dickens, President

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on this the 5th day of May, 2023, by Jay Dickens, President of Command Decisions, Inc., a Texas corporation, on behalf of said corporation.



Kathryn Reynolds
Notary Public - State of Texas

RETURN TO:
Command Decisions, Inc.
3030 W Beauregard Ave
San Angelo, Texas 76901

SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101
BROWNWOOD TX 76801

PHONE (325) 643-2594

DO NOT DESTROY
WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 2302905

FILED FOR REGISTRATION MAY 26, 2023 02:59PM 7PGS \$50.00

SUBMITTER: JAY DICKENS

RETURN TO:

JAY DICKENS
COMMAND DECISIONS INC
3030 W BEAUREGARD AVE
SAN ANGLO TX 76901-3641

I hereby certify that this instrument was FILED in
file number Sequence on the date and at the time
stamped heron by me, and was duly RECORDED in the
Official Public Records of Brown County, Texas.

By: Sharon Ferguson

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

A handwritten signature in blue ink, consisting of several loops and a long tail, located at the bottom right of the page.