

State of Texas

County of Robertson

**Restrictive Covenants-
Pin Oak Hill Estates**

Date: June 1, 2026 Effective Date

Grantor: Lereen LLC

Grantor Mailing Address: P. O. Box 1400, Franklin, Texas 77856

Property: All of the Lots in the Pin Oak Hill Estates Subdivision, Robertson County, Texas; according to the plat of said subdivision of record in Volume B, Page 193 of the Map and Plat Records of Robertson County Texas.

Restricted Uses of the Property: Each Lot of the Property 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 1800 square feet of living area (living area being the part of the residence that is heated and cooled and is not a part of garage or carport)

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;
- c. any dumping of rubbish, trash, or garbage or allowing rubbish, trash, or garbage to be located on the Lot, unless stored in a proper garbage receptacle that is periodically emptied;
- d. any storage or location on the Lots 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 driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
 - iv; 18 wheeler Tractor or/and trailer, or any other commercial vehicle;
- e. any commercial keeping or raising of animals, livestock, swine, poultry, dog breeding or animal kennels (excluding 4-H or FFA or similar youth projects where animals are intended as show animals);
- f. any commercial or professional activity except reasonable home office use;

- 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 Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law;
- i. placing for sale a vehicle, shed, animal cage, garden or other equipment or structure or personal property on the area between the center of the county road and front elevation of the Residence;
- i. installing or allowing modular housing, mobile home, manufactured home, manufactured housing, motor home, trailer house, house trailer, or structure with a permanent chassis on the Property;
- j. allowing the building materials of the front wall of the Residence to be constructed out of less than 20% masonry;
- k. allowing a recreational vehicle on the Property, unless such recreational vehicle is in a building that is totally enclosed.
- l. allowing a recreational vehicle on the Property to be used as living quarters;
- m. interfering with a drainage pattern or the natural flow of surface water;
- n. outbuildings shall mirror or complete the look of the residence on the Lot and must be located on the Lot behind the front elevation of the residence and must be constructed with at least 20% masonry on front of the building
- o. locating portable sheds, portable carports or portable buildings the Property or attaching such sheds, carports or buildings to the Property.
- p. using window or removable air conditioner or heater in Residence or other structures.
- q. allowing salvage or recycling operation, landfill, surface mining, commercial storage facilities, or junk or inoperable vehicles on the Property, except that an inoperable vehicle may be stored in a completely enclosed building.

3. *Utility Easements.* The utility easements on the lots are described in the utility easementa filed of record.

3A *Minimum Thirty Feet Buffer for Privacy.* In order to provide a buffer for privacy, there is established by Grantor on the boundary adjoining Sunny James Ln of each lot a thirty feet wide area adjoining the utility easement adjoining the boundary (or the boundary if no utility easement) adjoining Sunny James Ln to thirty feet inside such edge of the utility easement (or boundary) of such lots where the existing trees, brush and vegetation shall not be removed, killed, damaged or harmed.

For example, beginning from the center of the road, the first 30 feet is a county road easement, the next 20 feet is the beginning of the utility easement, and the buffer starts at the edge (closest to the center of the Lot) of the utility easement, or if no utility easement at the boundary of the lot.

Driveways and other ways that cross the Buffer for Privacy should cross the Buffer at an angle or curve or S shape so that the Buffer for Privacy continues to shield the interior of the lots. The Buffer for Privacy described above shall be shifted as necessary to accommodate any existing easement or easements established herein on of the lots.

The intent of this Buffer for Privacy is to maintain at least a thirty feet buffer of trees, brush and vegetation to maintain the forested environment.

3B *Easement for Sign.* On Lot 1 and Lot 20, Grantor reserves to Grantor, Grantor's successors and assigns, and dedicates an easement to construct, repair and maintain a subdivision entrance wall and sign.

3C. The owners of Lot 1 and Lot 20 are responsible for maintaining the Rock Entrance including maintaining the grass and elimination of weeds at the Rock Entrance

4. *No Further Subdivision.* No Lot of the Property may be subdivided.

5. *Amendment.* While Grantor owns a Lot 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 Lot 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 50% of the Lots 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 Lot 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. Exclusive venue is in the state district court of Robertson County, Texas

9. *Attorney's Fees.* If Grantor or any Lot 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 Lots 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 Lots 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 Lot set forth in this agreement.

19. *Enforceability.* Any Lot Owner may enforce these restrictions. Grantor, Grantor's successors, and assigns, may enforce these restrictions, but are not required to do so.

Signed effective June 1, 2026.

Lereen LLC, a Texas limited liability company

By _____
James Cody Green, Member

STATE OF TEXAS §

§

COUNTY OF ROBERTSON §

This instrument was acknowledged before me on this the 24th day of June 2026, by James Cody Green, Member of Lereen LLC, a Texas limited liability company, on behalf of said Texas limited liability company.

Notary Public, State of Texas

Return to RCT P O Box 481, Franklin, Texas 77856