

RESTRICTIONS TO THE USE OF PROPERTY

Big Sandy Ranchettes

Benny Griffin Road

Livingston, Texas 77351

Polk County, Texas

For purposes of these Restrictions, the Property shall mean **Big Sandy Ranchettes**, located on Benny Griffin Road, Livingston, Texas 77351, in Polk County, Texas, according to the plat thereof recorded in the Real Property Records of Polk County, Texas on **June 9, 2026**, in **Volume 14, Page 015** (the "Property"). The undersigned do hereby acknowledge, declare, and adopt the following restrictions to protect the owners of portions of the Property against such uses as would depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to preserve the rural residential character and front-yard appearance of the Property; and, in general, to enhance the value, desirability, and marketability of investments made by purchasers of portions of the Property. These Restrictions are set forth below and are hereby impressed on the Property and shall run with the land.

Article I. Definitions

1.1 "Lot" means any platted lot within Big Sandy Ranchettes according to the recorded plat of the Property.

1.2 "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, excluding those holding an interest merely as security for the performance of an obligation.

1.3 "Property" means the real property described on the recorded plat of Big Sandy Ranchettes, together with any additions thereto that may hereafter be subjected to these Restrictions by recorded instrument.

1.4 "Applicable Law" means all applicable federal, state, county, and local laws, ordinances, orders, rules, regulations, permits, and recorded plat notes or requirements governing the Property.

Article II. Purpose and Applicability

2.1 These Restrictions are intended to preserve the rural residential character, aesthetic quality, desirability, utility, and value of the Property; to prevent uses that are offensive, hazardous, unsightly, or incompatible with the intended use of the subdivision; to protect front-yard and roadway-facing aesthetics; and to require compliance with Applicable Law.

2.2 Each Lot shall be used, occupied, and improved only in accordance with these Restrictions, the recorded plat, and Applicable Law.

Article III. Permitted Uses and Residential Occupancy

3.1 Each Lot may be used for residential, recreational, agricultural, and customary rural purposes, subject to these Restrictions and Applicable Law.

3.2 The number, type, and configuration of residential dwellings permitted on any Lot shall at all times comply with the recorded plat and Applicable Law, including all subdivision, utility, and wastewater requirements applicable to the Property.

3.3 Home occupations and home-based businesses shall be permitted only if clearly incidental to residential use and if they do not create excessive traffic, unscreened outdoor storage, excessive noise, visible commercial activity, offensive odors, or any other nuisance condition.

3.4 Short-term rentals, vacation rentals, and other transient residential rental uses shall be permitted, provided that: (a) the Lot and all improvements remain in compliance with these Restrictions and Applicable Law; (b) no hotel, motel, boarding-house, event venue, or similar on-site commercial operation is conducted; (c) no visible commercial signage is displayed; and (d) the rental activity does not create excessive traffic, noise, parking congestion, litter, offensive odors, visible commercial activity, or other nuisance conditions. Any violation by tenants, guests, invitees, or occupants shall be deemed a violation by the Owner.

3.5 No use shall be made of any Lot that is unlawful or that creates a nuisance, hazard, or material interference with the use and enjoyment of adjoining or nearby property.

Article IV. Permitted Structures

4.1 Permitted residential structures may include site-built homes, barndominiums, modular homes, and manufactured homes, provided that each such structure is lawfully installed and thereafter maintained in good condition and appearance.

4.2 Any manufactured or mobile home placed on a Lot shall: (a) be no more than ten (10) years old at the time of placement on the Lot; (b) be HUD-certified if applicable; (c) be installed in compliance with Applicable Law; and (d) have skirting, foundation enclosure, or similar screening sufficient to conceal exposed understructure from ordinary view.

4.3 Barndominiums and modular homes are permitted as residential structures, provided that: (a) such structures are built to International Residential Code (IRC) standards; and (b) such structures are brought onsite and affixed to a permanent foundation within twenty-four (24) months from the date of manufacture.

4.4 Tiny homes, as commonly defined, are permitted on a Lot only as a non-primary residential structure, provided that they: (a) are built to International Residential Code (IRC) standards; (b) are affixed to a permanent foundation; and (c) do not serve as the primary or sole residential dwelling on the Lot.

4.5 Recreational vehicles, campers, and travel trailers shall not be used as a permanent residence. Temporary occupancy of such vehicles during active construction of a permanent residence shall be permitted for a period not to exceed eighteen (18) months from the date of issuance of a valid building permit for the permanent residence, provided that: (a) a valid building permit has been issued and remains active; (b) visible and continuous construction progress is being made on the permanent structure; (c) the occupancy does not violate Applicable Law; and (d) the vehicle is maintained in an orderly and sanitary manner. Issuance of a permit alone, without active and ongoing construction activity, shall not constitute active construction for purposes of this Section.

4.6 No tent, shack, severely deteriorated structure, or other improvised shelter shall be used for residential occupancy.

Article V. Building Size, Condition, and Exterior Appearance

5.1 Any primary dwelling constructed on a Lot shall contain not less than one thousand (1,000) square feet of enclosed living area, exclusive of porches, garages, and carports.

5.2 All buildings, structures, and improvements on a Lot shall be maintained in a safe, clean, sightly, and good-appearing condition at all times, consistent with the rural residential character of the subdivision.

5.3 No structure shall remain in a visibly unfinished or materially deteriorated condition for an unreasonable period of time. Without limitation, torn skirting, exposed framing, substantial exterior damage, or tarps used as long-term exterior covering shall be prohibited.

5.4 Relocated structures may be placed on a Lot only if such structures are in good condition and are improved and maintained to a standard generally consistent with the quality and appearance of other improvements within the Property.

5.5 No tarpaper roof or siding materials shall be used as an exterior covering on any structure.

Article VI. Setbacks, Easements, Drainage, and Access

6.1 All residences, accessory structures, water wells, on-site sewage facilities, driveways, culverts, fences, and other improvements shall comply with the recorded plat and Applicable Law governing setbacks, easements, drainage, floodplain restrictions, and utility placement.

6.2 No primary residence or other principal building shall be located closer to the front property line than the minimum front building setback shown on the recorded plat, and in no event closer than twenty-five (25) feet from the front property line.

6.3 No Owner shall place, construct, or maintain any obstruction within any drainage easement, utility easement, access easement, or other easement shown on the recorded plat or otherwise affecting the Property if such obstruction interferes with the intended use of such easement.

6.4 No Owner shall alter drainage patterns or surface water flow in a manner that causes material damage to another Lot, roadway, drainage feature, or easement area.

Article VII. Water, Wastewater, Sanitation, and Floodplain Compliance

7.1 All water supply and wastewater disposal facilities serving the Lots shall comply with the recorded plat, applicable county subdivision regulations, and all applicable governmental requirements.

7.2 No residence or other occupiable structure shall be occupied unless and until lawful water service and lawful wastewater disposal facilities are available to serve such occupancy as required by Applicable Law.

7.3 No outside toilet, privy, open sewage discharge, or unlawful gray water discharge shall be permitted on any Lot.

7.4 Temporary portable toilets may be used during active construction, but shall be removed within a reasonable time after completion of the work to which they relate.

7.5 Building within mapped floodplain areas is prohibited except as allowed by Applicable Law and the recorded plat.

Article VIII. Prohibited Uses

8.1 No Lot shall be used for any use that is unlawful, hazardous, offensive, or nuisance-producing.

8.2 Without limitation, the following uses are expressly prohibited on any Lot:

- a) junkyards, salvage yards, scrap yards, or bulk storage of discarded materials;

- b) heavy industrial, refining, manufacturing, fabrication, testing, or similar intensive commercial operations;
- c) sexually oriented businesses or businesses involving pornographic materials;
- d) commercial shooting ranges;
- e) commercial animal breeding, boarding, or feedlot operations;
- f) open dumping or disposal of trash, rubbish, dead animals, sewage, or hazardous substances;
- g) taverns, bars, nightclubs, or any other establishment selling alcoholic beverages for on-premises consumption;
- h) resale shops, pawn shops, flea markets, or auction businesses;
- i) parking or storage of tractor-trailers, eighteen-wheelers, or similar large commercial vehicles in excess of ordinary rural residential use;
- j) cell towers, commercial wind turbines, or commercial solar installations; and
- k) any use that creates noxious odors, excessive noise, unsafe conditions, or other conditions offensive to surrounding Lots.

8.3 Roof-mounted and small ground-mounted solar energy systems accessory to a residential dwelling and intended primarily for on-site residential consumption shall be permitted, provided that they comply with Applicable Law, are maintained in a neat and orderly condition, do not create excessive glare or unsafe conditions, and do not unreasonably impair roadway-facing aesthetics.

8.4 Burning of brush or natural vegetation may be conducted only in compliance with Applicable Law and any burn bans or similar restrictions then in effect.

Article IX. Storage, Vehicles, and Lot Maintenance

9.1 Each Lot shall be kept in a reasonably clean and orderly condition.

9.2 No accumulation of visible junk, debris, broken appliances, discarded materials, rubbish, trash, boxes, or similar unsightly items shall be permitted to remain on any Lot.

9.3 Inoperable vehicles, disabled equipment, or similar items shall not remain visible from any public road or adjacent Lot. Such items must be stored within an enclosed structure or adequately screened from roadway view by fencing, natural vegetation, or structural screening sufficient to block ordinary view from the road.

9.4 Boats, trailers, recreational vehicles, commercial vehicles, tractors, and similar equipment may be kept on a Lot, provided the same are maintained in an orderly manner and are stored behind improvements or screened from ordinary roadway view by fencing, natural vegetation, or structural screening.

9.5 Front yards and all areas visible from any public or private roadway shall be maintained in a neat and orderly condition. No rubbish, debris, large appliances, inoperative vehicles, unscreened stored materials, or similar items shall be permitted to remain visible from the roadway, except temporarily during active construction in compliance with Applicable Law.

Article X. Accessory Structures

10.1 An accessory or non-residential structure may be constructed on a Lot prior to the construction of a primary residential structure, provided that: (a) such structure is placed no closer than one hundred fifty (150) feet from the front property line and no closer than twenty-five (25) feet from any other property line; (b) such structure is screened from ordinary roadway view by fencing, natural vegetation, or structural screening; and (c) such structure is not used as a residential dwelling prior to the completion of a permitted primary residence.

10.2 Shipping containers shall not be used as accessory structures on any Lot.

10.3 All accessory structures shall be maintained in good condition and appearance consistent with the general character of the subdivision.

Article XI. Animals

11.1 Household pets, livestock, horses, cattle, poultry, and other customary rural animals may be kept on a Lot, provided they are maintained in a clean and sanitary condition and do not become a nuisance.

11.2 Dogs, cats, and other household pets may be kept, provided they are not kept or bred in commercial quantities.

11.3 No more than fifty (50) fowl may be kept on any Lot unless otherwise permitted by Applicable Law and the recorded plat.

11.4 No commercial breeding, boarding, or feedlot operation shall be permitted on any Lot.

11.5 Each Owner shall comply with all Applicable Law concerning the keeping and care of animals.

Article XII. Construction and Completion

12.1 Once commenced, construction of a residence shall be prosecuted with reasonable diligence.

12.2 The exterior of any residence shall be substantially completed within eighteen (18) months after commencement of construction, subject to delays caused by weather, material shortages, labor shortages, force majeure, or other matters beyond the reasonable control of the Owner. Financing delays alone shall not constitute grounds for extension of this timeline.

12.3 Construction materials and debris shall be kept in an orderly manner during construction and removed within a reasonable time after completion.

Article XIII. Firearms and Outdoor Activity

13.1 Lawful hunting, lawful recreational shooting, and customary outdoor recreational activity may occur on a Lot only in compliance with Applicable Law and in a manner that does not create an unreasonable nuisance or safety hazard to other Owners or occupants.

13.2 No commercial, skeet, trap, or rifle range operation shall be permitted on the Property.

Article XIV. Enforcement

14.1 These Restrictions may be enforced by the Seller, the Buyer, and their successors and assigns, and by any Owner of a Lot within the Property.

14.2 Any person or entity entitled to enforce these Restrictions may seek any remedy available at law or in equity, including injunctive relief, damages, court costs, and reasonable attorney's fees to the extent permitted by law.

14.3 Failure by any person or entity to enforce any provision of these Restrictions at any time shall not be deemed a waiver of the right to do so thereafter.

14.4 Neither the Seller nor any Owner shall incur liability solely by reason of failure to enforce any provision of these Restrictions.

Article XV. Severability

15.1 If any provision of these Restrictions is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Article XVI. Term and Amendment

16.1 These Restrictions shall run with and bind the Property for a term of thirty (30) years from the date it is recorded in the Real Property Records of Polk County, Texas, after which it shall automatically extend for successive periods of ten (10) years unless amended or terminated as provided herein.

16.2 These Restrictions may be amended or terminated by an instrument executed by Owners holding not less than two-thirds (2/3) of the Lots within the Property and recorded in the Real Property Records of Polk County, Texas; provided, however, that no amendment shall be effective if it would violate Applicable Law or the recorded plat.

Article XVII. Miscellaneous

17.1 Captions and headings are for convenience only and shall not affect interpretation of these Restrictions.

17.2 In the event of conflict between these Restrictions and Applicable Law, Applicable Law shall control.

17.3 In the event of conflict between these Restrictions and the recorded plat, the recorded plat and Applicable Law shall control to the extent required by law.

Signatures

The parties signing this document affirm that they are authorized to sign in their respective capacities and agree that the Property shall be held, sold, conveyed, occupied, and improved subject to these Restrictions.

IN WITNESS WHEREOF, the parties affix their signatures on this ____ day of _____, 2026.

Seller _____

Buyer _____