

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RESTRICTIVE COVENANTS AGREEMENT

Basic Information

Date: October ____, 2021

Owner (whether one or more): 2017 Todd Family Investments, LLC, a Texas limited liability company and ANB, LLC, a Texas limited liability company

Owner's Mailing Address: 7103 FM 58, Lufkin, Texas 75901

Property: The real property located in Angelina County, Texas described in the attached **Exhibit A**.

Permitted Use: The Property may be used only for residential dwellings. The Property may also include structures appurtenant to a residence like a barn or outbuilding. A mobile or manufactured home (collectively "**Mobile Home**") is allowed provided the model year is 2000 or newer, the Mobile Home is skirted and no more than one Mobile Home is located on any two (2) contiguous acres.

Restricted Uses:

1. Any travel trailers used as a dwelling except in the event used during construction of a residence limited to a period not to exceed one year.
2. Any illegal activity.
3. Any nuisance, noxious, or offensive activity.
4. Any dumping of rubbish.
5. Any storage of—
 - a. building materials except during the construction or renovation of a residence or permitted appurtenant structure;
 - b. vehicles, except vehicles in a garage or structure or operable automobiles on a driveway; or

- c. unsightly objects unless completely shielded by a structure.
- 6. Any commercial or professional activity except reasonable home office use.
- 7. The drying of clothes in a manner that is visible from any street.
- 8. Subdivision of any of the Property into tracts less than two acres in size.

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

AGREEMENTS

1. *Permitted Use.* For the Consideration, the Property may be used only for the Permitted Use, subject to the Restricted Uses.

2. *Restrictions on Use of Property.* No portion of the Property may be used for the Restricted Uses of the Property for the period beginning on the date of this agreement and ending on the expiration of 25 years.

3. *Amendment and Termination.* This agreement may be amended or terminated in whole or in part from time to time, and at any time, by written instrument signed by the then owners of 75 percent or more in surface area of the Property (the “parties” whether one or more) and recorded in the real property records of Angelina County, Texas.

4. *Covenants Running with the Land.* Without limiting the provisions of paragraph 3. above, the parties agree that the provisions of this agreement 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.

5. *Binding Effect.* This agreement binds, benefits, and may be enforced by the successors in interest to the parties.

6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules in any jurisdiction. Venue is in Angelina County.

7. *Attorney’s Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation will be entitled to recover reasonable attorney’s fees and court and other costs.

8. *Severability.* If a provision in this agreement is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this agreement, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.

9. *Remedies Cumulative.* Except as otherwise provided herein, all rights, privileges, and remedies afforded the parties by this agreement 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 this agreement and that the granting of equitable remedies may, and probably will, be necessary.

10. *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.

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

12. *Other Instruments.* The parties to this agreement covenant and agree that they will execute any further instruments and agreements necessary or convenient to carry out the purposes of this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Permitted Use and Restricted Uses 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 the other party, that are not in this agreement and any exhibits.

14. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

15. *No Third-Party Beneficiaries.* Nothing in this agreement, expressed or implied, is intended or may be construed to confer on any person or entity, other than the parties and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of this agreement. This agreement is intended for the sole and exclusive benefit of the parties and their respective heirs, successors, and assigns.

16. *Time.* Time is of the essence with respect to each covenant, agreement, and obligation of the parties set forth in this agreement.

17. *Counterparts.* If this agreement is executed in multiple counterparts, all counterparts taken together will constitute this agreement.

2017 TODD FAMILY INVESTMENTS, LLC, a
Texas limited liability company

By: _____
Cragg Todd, Authorized Agent

THE STATE OF TEXAS

COUNTY OF ANGELINA

This instrument was acknowledged before me on _____, 2021 by
Cragg Todd, in the capacity stated.

Notary Public, State of Texas

ANB, LLC, a Texas limited liability company

By: _____
Cane Yeary, Manager

THE STATE OF TEXAS

COUNTY OF ANGELINA

This instrument was acknowledged before me on _____, 2021 by Cane Yeary, in the capacity stated.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Chance Law Firm, PLLC
2009 Tulane Drive
Lufkin, Texas 75901

Exhibit A



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION

40.487 ACRES

**IN THE JOHN F. RENFRO SURVEY, ABSTRACT NUMBER 1017
ANGELINA COUNTY, TEXAS,**

BEING a 40.487 acre tract of land situated in the John F. Renfro Survey, Abstract Number 1017, Angelina County, Texas, being all that same called 40 acre tract described as "Tract Two" in instrument to Johnson International Materials, Inc., recorded under Instrument Number 2010-00273285 of the Official Public Records of Angelina County, Texas (O.P.R.A.C.T.), said 40.487 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron pipe found in a northerly line of that certain tract shown to be owned by Temple Inland, FPC, per Angelina County Appraisal District (A.C.A.D.) ID Number 37615, for the common southerly corner of said 40 acre tract and that certain called 15.669 acre tract described in instrument to Curtis B. Parish, recorded in Volume 517, page 731, O.P.R.A.C.T., being the southwesterly corner of the herein described 40.487 acre tract;

THENCE North 03°04'07" West, with the easterly line of said 16.669 acre tract, at a distance of 694.16 feet, pass a ½ inch iron pipe found (bent) for the common easterly corner of said 15.669 acre tract and that certain called 23.675 acre tract described in instrument to Curtis B. Parish, recorded in Volume 511, Page 643, O.P.R.A.C.T., thence continuing with the easterly line of said 23.675 acre tract, common to the westerly line of said 40 acre tract, in all, a total distance of 1323.57 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" set in the approximate centerline of Grimes Cemetery Road, the southerly line of that certain called 2.688 acre tract described in instrument to Glennis D. Linton, recorded in Volume 528, Page 427, O.P.R.A.C.T., for the common northerly corner of said 40 acre tract and said 23.675 acre tract, being the northwesterly corner of the herein described 40.487 acre tract;

THENCE North 86°24'19" East, 1323.14 feet, with the southerly line of said 2.688 acre tract, that certain tract shown to be owned by Parish Vera Trixie Howard Estate, per A.C.A.D. ID Number 37606, and the remainder of that certain called 120 acre tract described as "Tract No. One" in instrument to Glennis D. Linton, recorded in Volume 1041, Page 59, O.P.R.A.C.T., common to the northerly line of said 40 acre tract, to a pine knot found in a westerly line of said Temple Inland, FPC tract for the common easterly corner of said 40 acre tract and said remainder of 120 acre tract, being the northeasterly corner of the herein described 40.487 acre tract;

THENCE with the common line between said 40 acre tract and said Temple Inland, FPC tract, the following two (2) courses and distances:

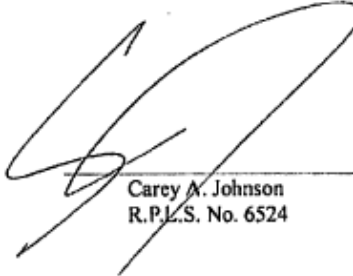
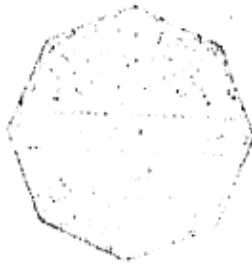
1. South 03°24'10" East, 1334.51 feet, to a pine knot found for corner;
2. South 86°52'43" West, 1330.87 feet, to the **POINT OF BEGINNING**;

CONTAINING a computed area of 40.487 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on September 7, 2021 by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number H297-496.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

September 13, 2021
Date



Carey A. Johnson
R.P.L.S. No. 6524

