

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.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS and EASEMENTS

FOR

TIGER POINT ESTATES

THE STATE OF TEXAS

COUNTY OF GOLIAD

WHEREAS, Roger M. Odem, Manager of Goliad Title Investments LLC, hereinafter referred to as "DECLARANT", are the sole owners of the surface estate of a tract of land hereby designated as the "TIGER POINT ESTATES", with said tract of land depicted and described in Exhibit "A" attached hereto and made a part hereof for all purposes;

WHEREAS, Declarant desires to create and carry out a general and uniform plan for the improvement, development, maintenance, use and continuance of a residential community on the Property described in Exhibit "A" for the mutual benefit of the Declarant and the successors in title to the Declarant, which property will be subject to the conveyances, conditions, restrictions, liens, charges and easements as herein set forth;

WHEREAS, Declarant desires to place of record certain restrictive covenants, conditions and limitations affecting all of the tracts in the said TIGER POINT ESTATES, referred to hereabove;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: the said DECLARANT DOES HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND STIPULATIONS APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION TRACTS THEREIN:

RESERVATIONS

A) Declarant reserves a fifteen (15) foot utility easement and right of way around the inside perimeter of the Subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by the Declarant for certain public utility purposes, including but not limited to electrical supply systems, natural gas and data/telephone service, in addition to future advances in science and technology.

B) Declarant reserves the right to impose further restrictions and dedicate additional easements and right of way rights with respect to such tracts which have not been sold by Declarant, by

instrument(s) recorded in the office of the County Clerk of Goliad County, or by express provisions in conveyances of said tracts.

C) Subject to the foregoing, Declarant dedicates to the current and future owners of the Tracts the use of all easements referred to herein, provided, however, that the use thereof by any person, individual, entity and/or utility company is limited to the person, individual, entity and/or utility company having agreements in writing with Declarant for the proper provision of utility services.

D) Declarant reserves the right to make minor amendments and additions to all easements for the purpose of most efficiently and economically installing utility systems.

E) Neither Declarant, nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner of any tract covered by said easements. Said easements shall not be fenced in such a manner to prevent use of said easement.

F) The owner of each tract in the subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the appropriate Electrical Code) the service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment to the company's installed transformers or energized secondary junction boxes, such point(s) of attachment to be made available by the electric company at a point designated by such company at the property line of each tract. The electric company furnishing service shall make the necessary connections at said point of attachment or at the meter. In addition the owner of each tract shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence construction on such owner's tract.

G) Declarant reserves the right to add additional tracts or parcels of adjoining real property that will be subject to these Covenants, Conditions, Restrictions and Easements

RESTRICTIONS

A) The digging of dirt or removal of dirt from any tract is prohibited, except as is necessary in conjunction with landscaping or construction of the improvements thereon. All tracts shall at all times be kept in a healthful, sanitary and attractive condition.

B) No tract shall be used or maintained as a dumping ground for garbage, trash, rubbish or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers with tightly fitting lids which shall be maintained in a clean and sanitary condition.

C) The Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Reasonable attorney's fees shall be allowed to any prevailing party in any action in any court of competent jurisdiction to enforce any of the provisions contained in this Declaration.

D) RESIDENTIAL PURPOSE:

(1) This Subdivision shall be used for private single family residences only, with such outbuildings as are customarily appurtenant to a single family home in Goliad County, Texas. A trade, business or profession may be carried on upon any tract in this Subdivision, if and only if, such business is conducted entirely within the home in such a way that business operations are not visible or obvious to the public. No signs of any kind may be displayed to the public view except one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period.

(2) Only one residence shall be constructed on each tract. This provision shall not prohibit the construction of a residence on two or more tracts as shown by the plat of the Subdivision, by combining the tracts into one building site. In the event two or more tracts are combined, the property lines and building lines between the adjoining combined tracts may be ignored. No tract in the Subdivision shall be divided into smaller tracts.

(3) No garage, tents, shacks, outbuilding or motor home shall be used as a residence or living quarters on the property, except during construction of a permanent residence. All construction must be completed within one year from commencement of construction.

E) BUILDING SIZES AND CONSTRUCTION.

(1) The living area of the main house or residential structure constructed on any homesite, exclusive of porches and garages, shall not be less than 1500 square feet. All residences shall be constructed upon a concrete slab.

(2) No mobile home, manufactured home, modular home, motor home, trailer of any kind or any similar structure or vehicle may be brought onto, built onsite or placed on any tract to be used as a dwelling or residence, except as provided for in Paragraph D(3) hereinabove.

(3) Access to all tracts, from a public road, shall be from driveways with culverts, constructed at the expense of the owner of the tract in accordance with the specifications of the County of Goliad, Texas.

(4) Under no circumstances shall concrete or hollow tile blocks be utilized for the outer portion of the walls of the residence or garage, nor shall any asbestos siding or metal siding be used on the garage, nor shall the main residence have asbestos or metal siding anywhere.

(5) Detached garages and/or workshops may be constructed on the property so long as said buildings are esthetically consistent with the residence constructed on said property.

(6) No secondhand house or barracks or any form may be moved onto the property, the intention being that all structures shall be new construction.

(7) No flat or built-up roofs are allowed on any building.

(8) Every residential building and toilet located on each tract must be connected to approved sewer system. Installation of any system or systems shall be made in accordance with County of Goliad and State Health Department standards.

(9) The following activities are prohibited: the construction and/or operation of underground petrochemical storage tanks, stock pens, feed tracts, dump grounds, privies, cesspools, unapproved septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operations that could create an unsanitary condition within TIGER POINT ESTATES.

(10) All water wells and associated tanks and equipment must be enclosed in an outbuilding that complies with the other provisions hereof, as well as in compliance with all associated rules and regulations of Goliad County, Goliad County Groundwater Conservation District, the State of Texas and any other regulating authority.

(11) No building or structure upon the property shall be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.

F) BUILDING LOCATIONS

(1) No building or structure shall be erected within twenty-five (25) feet of the any tract's property line.

G) FENCES, WALLS AND PLANTS

(1) No fence, wall or hedge/plant shall be placed on any tract beyond said tract's property line.

(2) All fences must be maintained and repaired by the property owner. Any fence damage, falling parts or pieces must be replaced or repaired in a reasonable period of time and the fence restored to an attractive condition.

(3) No owner shall erect or permit to be erected a “game fence” which shall be a fence which by virtue of its height would prevent the free movement of deer across a boundary line, except a fence around a residence to exclude such game.

H) MISCELLANEOUS

(1) No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any tract in the subdivision, whether such tract is vacant or otherwise. Any trash rack, trash can/cart storage or dumpster must be screened from view of the street so that the receptacle itself is not visible from the street.

(2) Grass, weeds and vegetation on each tract shall be kept mowed at regular intervals. Trees, shrubs, vines, and plants which die shall be promptly removed from the property. Until a residence is built on a tract, Declarant may at its option, have the grass, weeds, and vegetation cut when and as often as the same is necessary in its judgment and have dead trees, shrubs, and plants removed from the sold tracts, and the owner of such tract shall be obligated to reimburse for the cost of such work. Prior to commencing such acts, the Declarant shall be required to provide fifteen (15) days’ written notice to Owner at their last known address that their respective tract must be maintained in accordance with this provision.

(3) No activity may be carried on or allowed to exist upon any tract that is illegal or which may be noxious, detrimental, or offensive to any other tract or to the occupants of any tract.

(4) No more than five dogs and five cats or other household pets are allowed. Cattle and/or horses may be kept on said property so long as they do not create a nuisance. Animals for 4-H or FFA projects may also be raised on the property. Not by way of limitation, it is expressly provided that hogs or swine shall not be bred or maintained on the property for commercial purposes. No household pets shall be allowed to roam at large. No feed lot operations allowed on any tract.

(5) Each owner of a tract agrees for himself, his heirs, or successors in interest, that he will not in any way interfere with the established drainage pattern over his tract from adjoining or other tracts in the Subdivision; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his tract. For the purpose hereof “established drainage” is defined as the drainage which occurred at the time the overall grading of the Subdivision, including landscaping of any tracts in the Subdivision, was completed by Declarant.

(6) Each owner of a tract in the Subdivision agrees for himself, his heirs, assigns or successors in interest that he will permit reasonable access by owners of adjacent or adjoining tracts, when such access is essential for the maintenance of drainage facilities.

(7) No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like, shall be kept on any tract for more than three (3) months, with the exception of such items that are stored entirely within an enclosed garage, or other approved structures.

(8) Any building or other improvement on the land that is partially or totally destroyed by fire, storm or by any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.

(9) No discharging larger caliber firearms on any tract in this subdivision other than necessary for the control of varmits.

(10) The invalidity, violation, abandonment, variance approval, or waiver of any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the Subdivision, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the Subdivision and shall not affect or impair the remaining reservations, restrictions or other provisions hereof as to all the lands within the Subdivision.

I) ENFORCEMENT

(1) The restrictions, conditions and use limitations herein set forth shall be binding upon Declarant, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each tract, each of whom shall be obligated and bound to observe such restrictions, conditions, and use of limitations, provided however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said tract. The violation of any such restriction, condition, or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said tract or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Declarant, or the owners of any tract in this Subdivision, or their successors and assigns, shall have the right to enforce observation or performance of the provisions of this instrument. If any person or persons violate or attempt to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any tract in the Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to obtain such other relief for such violations as may be legally available.

(2) The covenants and restrictions of this Declaration shall run with and bind all of the lands within the Subdivision, and inure to the benefit of and be enforced by the owner of any tract subject to this Declaration, or their respective legal representatives, heirs, successors and assigns for a

period of twenty (20) years from the date of this instrument. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the owners of seventy-five percent (75%) of all the tracts in the Subdivision and properly recorded in the appropriate records of Goliad County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed) and the enforcement rights relative thereto shall be automatically extended for successive periods of ten (10) years. During such ten year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then owners of not less than a majority of all of the tracts in the Subdivision and properly recorded in the appropriate records of Goliad County, Texas.

(3) The undersigned Declarant further represents and hereby provides that each and all of the restrictions and provisions hereof shall be and are hereby made covenants running with the land for the use and benefit of each and every subsequent owner of any part of said TIGER POINT ESTATES.

TO BE EFFECTIVE the ____ day of _____, 2022; ALTHOUGH possibly executed on a different date.

GOLIAD TIGER INVESTMENTS LLC

BY:

ROGER M. ODEM, Manager

THE STATE OF TEXAS §

COUNTY OF GOLIAD §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by ROGER M. ODEM as Manager of GOLIAD TIGER INVESTMENTS LLC.

(Seal)

Notary Public, State of Texas

EXHIBIT “A”