

**FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This First Amended and Restated Declaration of Covenants, Conditions, and Restrictions are made on the date reflected by each acknowledgment hereto, but are effective as of September 9, 2019 by **CLEARVIEW FARMS, LLC** (hereinafter referred to as "Declarant") and all the signors below of this document ("Owners") and affect title to the following described tracts of land:

First Tract:

All that certain lot, tract or parcel of land situated in Henderson County, State of Texas, on the Samuel Moss Survey, A-495, consisting of 198.458 acres, and being all of the residue of the called 118.60 acre First Tract and all of the called 94.00 acre Second Tract conveyed to Glenna Fern White, by Elvin D. White, by General Warranty Deed dated October 9, 1981, and recorded in Volume 960, Page 196, of the Henderson County Deed Records. Said lot, tract or parcel of land being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

Second Tract:

All that certain lot, tract or parcel of land situated in Henderson County, State of Texas, being a part of the Samuel Moss Survey, A-495, containing 28.397 acres shown in Cabinet E, Slide 303, Plat Records of Henderson County, Texas and known as Taibo South Subdivision.

RECITALS

WHEREAS, on the 9th day of September, 2019, **CLEARVIEW FARMS, LLC** ("Declarant"), filed an instrument in the Official Records of Henderson County, Texas under Document No. 2019-00012622, entitled Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "First Covenants"; and

WHEREAS, the Declarant and the present Owners of tracts of land within said 198.458 acres and Taibo South Subdivision desire to amend and restate those covenants by this instrument.

NOW, THEREFORE, Declarant and Owners hereby declares that all of the lands described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the land. Said easements, restrictions, covenants and conditions shall run with, and be part of, said land for all purposes and shall be binding upon all parties having any rights, titles

or interest therein or any part thereof as well as their respective heirs, successors and assigns forever. They shall inure to the benefit of every owner or future owner of any part or portion of said land.

**SUBSTANCE OF RESTRICTIVE COVENANTS
TO RUN WITH THE LAND**

1. Each tract or portion of said land shall be used for the purposes of one private single-family residence only. No commercial use shall be allowed on any part or portion of said land. No soil or timber may be removed until the land is paid in full.

2. No building or structure shall be erected within thirty (30) feet of each boundary line of any tract or tracts of land. No existing building or structure, or any part thereof, shall be moved onto, placed upon or permitted to remain on any tract of land. All other construction must be of new material, except stone or brick used for antique effect. Suite built homes. No structure other than a residence complying herewith shall be occupied at any time as living quarters, whether temporary or permanent, except well-maintained travel trailers and/or motorhomes, which may be stored on the property and used for weekend and/or vacation periods, but not as permanent residences. No building, temporary or permanent, except barns or storage facilities, shall be erected or constructed on any tract of the above-described land until a residence complying herewith shall have been completed within six (6) months from the date of commencement of construction, and no structure shall contain less than one thousand five hundred square feet of floor space, exclusive of porches and garages. Any barns or outbuildings must be built with new materials.

3. No tract of land shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste. All such waste shall be kept only in sanitary condition. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

4. The land shall be kept clean and free of any boxes, rubbish, trash, toxic waste, inoperative vehicles, building materials (except during the six (6) month maximum allowed above for construction of a residence), or other unsightly items incompatible with residential usage. No outside toilet or privy shall be erected or maintained on the land for any reason.

5. No sign of any kind shall be displayed to the public view on any tract of land except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.

6. No debris, junk vehicles, or any vehicle that is not registered in the current year, or unsightly accumulation of materials shall be allowed to remain upon any tract of land. Failure to maintain the premises in an orderly condition shall give the Seller, his successors and assigns - and other property owner or owners - the right to restore such tract to an orderly condition and to

charge the owner a reasonable fee for such service. Failure to pay the charges for said restoration when it has become necessary for the Seller, his successors and assigns, to so restore shall give the right to Seller, his successors and assigns, to place a lien against the property for said service. The charge in any case shall not exceed a reasonable amount.

7. No noxious, offensive, or illegal activities shall be conducted upon any tract of land nor shall anything be done thereon which may be or may become an annoyance or nuisance. Trash receptacles shall be covered or screened.

8. No roadway, walkway, passageway, entrance or easement may be conveyed by any owner, or owners, or their successors or assigns to any adjoining property.

9. No vicious pets shall be kept, placed or maintained on any tract of land. Household pets are permissible.

10. The shooting of firearms, including rifles, pistols, and shotguns on any part of said land is permitted under normal state laws. No shooting ranges or target practice is permitted.

11. All tracts of land within said 198.458 acres and Taibo South Subdivision are, and shall be, subject to an easement for utility purposes over, along and across the front twenty-five (25) feet of such tract closest to the public road and twenty-five (25) feet long either side boundary line.

12. No owner of any tract shall alter natural drainage patterns in such a way as to damage and/or direct flow onto neighboring tracts.

13. Fencing is permitted on any tract of land, including chain link, board, privacy, stone, pipe, brick and barbed wire, all of which shall be of new material.

14. No subsequent purchaser or their transferees, assignees, or grantees may cut or remove any trees or timber (except for individual homesite clearing, pasture clearing and/or household fireplace uses) from any tract of land for any commercial reason. Each individual owner of a tract of land may clear parts or portions thereof for the purpose of establishing pasture land for cattle and/or horses or any other animals approved by Developer or their successors, as is otherwise provided for herein.

15. No owner, other than Declarant, may divide any portion of the tracts of land herein described into smaller tracts of land.

16. These restrictions shall remain in effect for a period of ten (10) years from the date hereof, and shall automatically be extended for successive periods of five (5) years each, unless an instrument signed by one of the owners of the tracts of land out of the 198.458 acres and Taibo South Subdivision expressing their desire to change, amend or terminate these restrictions is filed of record in the office of the County Clerk of Henderson County, Texas.

17. One cow or horse per two (2) acres will be permitted on any tract in tract number one (1) only. No livestock of any kind shall be kept on any land in the Taibo South Subdivision. No commercial poultry and/or swine operations will be allowed on any tract of land.

18. These Declaration of Covenants, Conditions and Restrictions shall be binding upon any purchaser(s) of any or all of the above-described land. It shall also be binding upon their heirs, successors and assigns. These covenants and restrictions shall be binding upon any purchaser or his heirs, successors and assigns. Said covenants and restrictions are for the benefit of the entire 198.458 acres and Taibo South Subdivision. Enforcement of these covenants and restrictions may be by Seller or any other owner or owners of land within said 198.458 acres and by any legal proceedings. Failure by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver to do so thereafter.

[SIGNATURE PAGES TO FOLLOW]

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