

Declaration of Restrictive Covenants

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF WISE §

THIS DECLARATION OF RESTRICTIVE COVENANTS is made as of the Effective Date (defined below) by Declarant (defined below).

WITNESSETH:

WHEREAS, Declarant is the owner of the Property (defined below); and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement and sale of the Property or portions thereof for the benefit of the present and future owners of the Property or portions thereof, and, in furtherance thereof, Declarant hereby adopts and establishes the following restrictive covenants to apply uniformly to ownership, encumbrance, lease, use, occupancy, enjoyment and conveyance of the Property or portions thereof.

NOW, THEREFORE, it is hereby declared that all of the Property shall be owned, encumbered, leased, used, occupied, enjoyed, and conveyed subject to the following restrictive covenants, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, and their heirs, administrators, legal representatives, successors and assigns, and shall inure to the benefit of the owners of the Property. Each Lot owner will require such owner's tenants, if any, to comply with these restrictive covenants.

1. **Definitions.** As used herein, the following terms shall have the indicated meanings:

- (a) "Declarant" shall mean Polk Road LLC, a Texas limited liability company, and its successors and assigns.
- (b) "Effective Date" shall mean the date of Declarant's execution of this declaration of restrictive covenants as indicated above Declarant's signature below.
- (c) "Lot" shall mean each lot into which the Property is subdivided, and "Lots" shall mean all of the lots included within the Property.
- (d) "Property" shall mean the real property located in Wise County, Texas, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

2. **Term; Amendments; Variances and Waivers.**

- (a) These restrictive covenants shall continue in effect for a period of forty (40) years after the Effective Date. At the end of such 40-year period, these



restrictive covenants shall terminate and be of no further force effect unless the term of these restrictive covenants is extended upon the written approval of the owners of at least sixty-five percent (65%) of the total acreage of the Property.

- (b) These restrictive covenants may be changed or amended, or variances or waivers granted, only upon the written approval of the owners of at least sixty-five percent (65%) of the total acreage of the Property.
- (c) Any extension of the term of, or changes or amendments to, these restrictive covenants must be in writing and signed by the owners of at least sixty-five percent (65%) of the total acreage of the Property, and must be recorded in the official public records of Wise County, Texas.

3. Lot Requirements and Restrictions.

- (a) Setbacks:
 - (i) No structure may be constructed on any Lot less than fifty feet (50') from a Lot boundary adjacent to County Road 4460 or less than forty feet (40') from a Lot boundary adjacent to County Road 4461.
 - (ii) No structure may be constructed on any Lot less than ten feet (10') from any rear or side Lot boundary.
- (b) Appearance:
 - (i) Each owner of a Lot shall be responsible for the upkeep and maintenance of such Lot, including keeping such Lot clear of trash and debris.
- (c) Subdivision:
 - (i) None of the Lots shall be subdivided into Lots smaller than two (2) acres.
- (d) Uses:
 - (i) The Lots shall be for residential use only; provided, however, that such restriction shall not prohibit (A) the maintaining of a private office within a residence constructed on a Lot for the private use of the occupant of such residence, or (B) agricultural use of a Lot to the extent such agricultural use otherwise complies with these restrictive covenants.
 - (ii) No wrecking yard, junk yard or collection of inoperable vehicles or machinery shall be permitted on any Lot.
 - (iii) No commercial hog, goat, pig or chicken farm, dog kennel or other manner of business for the commercial raising, maintaining, or selling of animals shall be permitted upon any Lot. Subject to the immediately preceding sentence, an owner of a Lot may maintain on such Lot the following animals subject to the following limitations and the other requirements of these restrictive covenants:
 - (A) Domestic cats and dogs.
 - (B) No more than two (2) goats or two (2) sheep per acre included in a Lot, up to a maximum of any combination of twenty (20) of such animals on any one Lot.
 - (C) No more than two (2) pigs; provided, however, that in connection with participation in seasonal school agricultural programs only (i.e., 4-H or FFA) up to ten (10) pigs on a Lot shall be permitted during a program season.
 - (D) No more than three (3) chickens per acre included in a Lot, up to a



maximum of twenty (20) chickens on any one Lot.

(E) A maximum of one (1) horse or cow per acre included in a Lot.

No other type of animals shall be permitted on a Lot. Each Lot owner or occupant maintaining animals on a Lot shall be required to maintain fencing adequate to secure all such animals upon the Lot.

(iv) No part of any Lot shall be used for the purpose of exploring for or mining rock, gravel, sand, dirt or minerals.

(v) No relocated, manufactured or mobile home shall ever be placed on a Lot.

4. **Compliance; Enforcement; Invalidity.**

(a) By acceptance of any conveyance of a Lot covered by these restrictive covenants, the grantee named in such conveyance acknowledges the substance and the content of these restrictive covenants and agrees to comply with same in all respects.

(b) Declarant and any Lot owners, individually or collectively, shall have the right (but shall not be obligated) to sue for and obtain injunctive relief to enforce any of these restrictive covenants, and the party or parties in violation of any of the restrictive covenants shall pay any and all court costs, expert witness testimony and attorneys' fees paid or agreed to be paid by the parties bringing suit for such injunctive relief.

(c) The invalidation of any of these restrictive covenants shall in no manner affect or impair the validity of any of the remaining restrictive covenants.

Executed as of the 10th day of October, 2022.

DECLARANT:

POLK ROAD LLC, a Texas limited liability company

By: _____

Name: W.A. SANDFORD

Title: MANAGER



STATE OF TEXAS §
 §
COUNTY OF WISE §

This instrument was acknowledged before me on the 10th day of October, 2022,
by W. A. Sandford, Manager of Polk Road LLC, a Texas limited liability company, on
behalf of said limited liability company.



Notary Public in and for the State of Texas

Declarant's Address:

601 W. Main Street
Decatur, TX 76234
Attention: W. A. Sandford

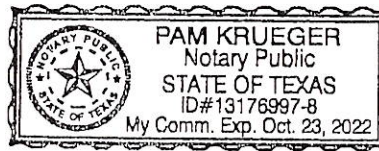


EXHIBIT A

Description of the Property

[See attached page]

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A CERTIFIED COPY: Pg 5 of 8
Attest: 10/10/2022 03:50:36 PM
SHERRY LEMON, COUNTY CLERK
Wise County, Texas

By:  Deputy

Vicky Gaona

Being a tract of land in the P. BARTON SURVEY, ABSTRACT NO. 92, Wise County, Texas and being the same property described as 100 acres in deed to Melissa Harper as recorded in Volume 2224, Page 66, Official Public Records, Wise County, Texas and in deed conveying one-half interest from Melissa Harper to Nikki Charlene Weise as recorded in Volume 2272, Page 796, Official Public Records, Wise County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the north line of said Barton Survey and the south line of G.H. Burton Survey, Abstract No. 28, Wise County, Texas and being in the southeast corner of a called 100.08 acre tract as described in deed as recorded in Instrument No. 201915400, County Clerk Records, Wise County, Texas and the most southerly southwest corner of a called 16.03 acre tract as described in Instrument No. 202107174, County Clerk Records, Wise County, Texas;

THENCE South 89°26'56" East, with the south line of said 16.03 acre tract, passing the most southerly southwest corner of the called 4.875 acre easement tract as described in Instrument No. 202107174, continuing with its south line, a distance of 282.21 feet to a point at the northwest corner of a called 1.0 acre tract as described as Second Tract in deed to Todd Dudley Fitch as recorded in Volume 882, Page 118, Official Public Records, Wise County, Texas, from which a 2 inch steel fence post bears S 03°34'01" E at 24.89 feet;

THENCE South 07°39'00" East, leaving said survey line, with the west line of said 1.0 acre tract, a distance of 758.60 feet to a point in the concrete of a low water crossing of Deep Creek at County Road 4461, at the south corner of said 1.0 are tract and the east line of aforesaid Barton Survey and the west line of the L.M. Rodermel Survey, Abstract No. 718, Wise County, Texas and the west line of a called 247 acre tract as described as First Tract in deed to Todd Dudley Fitch as recorded in Volume 882, Page 118, Official Public Records, Wise County, Texas;

THENCE South 01°13'04" West, with said Survey line and County Road, passing the southeast corner of said 247 acre tract and the northwest corner of a called 8.38 acre tract as described in deed to Amanda A. Cain and Martin D. Cain as recorded in Volume 1563, page 253, Official Public Records, Wise County, Texas, continuing a total distance of 2027.50 feet to a 1/2" inch iron rod found at the southeast corner of the herein described tract and in the intersection of said County Road 4461 and County Road 4460 and the northeast corner of a called 108.57 acre tract as described in deed to Sue D. Stevens and Lewis W. Stevens as recorded in Instrument No. 201408298, County Clerk Records, Wise County, Texas;

THENCE North 89°56'01" West, with the south line of the herein described tract and the north line of said 108.57 acre tract and with said County Road 4460, a distance of 1491.67 feet to a point at the occupied southeast corner of a called 103 acre tract described as Second Tract in deed to Alvin L. Baker III, as recorded in Instrument No. 201402999, County Clerk Records, Wise County, Texas from which a 2 inch steel fence post bears N 05°19'39" W at 19.64 feet;

THENCE North 00°58'56" West, leaving said line and said County Road, at 19.6 feet passing a fence on the north line of said County Road, in all a distance of 2736.71 feet to a point in a creek at the northeast corner of said 103 acre tract and the southwest corner of aforesaid 100.8 acre tract and the southeast corner of a called 50.0 acre tract described as First Tract in deed to Alvin L. Baker, III as recorded in Instrument No. 201402999, County Clerk Records, Wise County, Texas, from which a 2 inch steel fence post bears North 89°15'36" East at 100.26 feet;

THENCE North 88°56'05" East, with the south line of said 100.8 tract, a distance of 1195.78 feet to the POINT OF BEGINNING and containing 96.97 acres of land, more or less.



A CERTIFIED COPY: Pg 6 of 8
Attest: 10/10/2022 03:50:36 PM
SHERRY LEMON, COUNTY CLERK
Wise County, Texas

By: Vicky Gaona, Deputy

Vicky Gaona

CONSENT OF LIENHOLDER

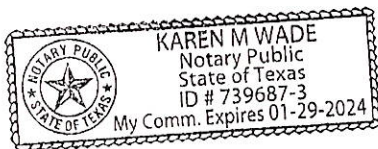
THE UNDERSIGNED, being the holder of a promissory note secured by that certain Deed of Trust, Security Agreement – Financing Statement to Brandon R. Wade, Trustee, dated June 27, 2022, and recorded as instrument number 202210879 in the Official Public Records of Wise County, Texas, hereby consents to the foregoing Declaration of Restrictive Covenants, and agrees that its deed of trust lien is subject to and subordinate to such declaration, and that the undersigned has authority to execute and deliver this consent of lienholder, and that all necessary acts necessary to bind the lienholder have been taken.

FARMERS BANK & TRUST

By: [Signature]
Name: Robby Harrison
Title: SVP

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 4th day of Oct, 2022, by Robby Harrison, Sr. Vice President of Farmers Bank & Trust, an Arkansas state bank, on behalf of said state bank.



Karen M. Wade
Notary Public in and for the State of Texas



FILED AND RECORDED

Instrument Number: 202216141

Filing and Recording Date: 10/10/2022 03:40:52 PM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the RECORDS of Wise County, Texas.



A handwritten signature in cursive script that reads "Sherry Lemon".

Sherry Lemon, County Clerk
Wise County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE. DO NOT DESTROY - This document is part of the Official Record.

Deputy: Vicky Gaona



A CERTIFIED COPY, Pg 8 of 8
Attest 10/10/2022 03:50:36 PM
SHERRY LEMON, COUNTY CLERK
Wise County, Texas

By: Deputy

Vicky Gaona