

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
Pin Oak Estates

This Declaration of Covenants, Conditions and Restrictions is made on April 2, 2021, at Burleson County, Caldwell, Texas by **DAVID SKEAHAN and wife, DEBRA E. SKEAHAN, MIKE E. ZIGAL and wife, CINDY F. ZIGAL** "Declarant(s)".

1. Declarants are the owners of all that certain real property (the "Property") located in Burleson County, Texas described as follows:

PIN OAK ESTATES, Jose Maria Sanchez, Survey A-56, Alexander Thompson Survey, A-61, Burleson County, Texas (Exhibit A – Subdivision Plat)

2. The Property shall be known as **Pin Oak Estates**.
3. The Declarant has devised a general plan for the entire Property as a whole, with specific provision for particular parts and Tracts of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
4. This general plan will benefit the Property in general, the Tracts that constitute the Property, the Declarants, and each successive owner of an interest in the Property.
5. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general development plan.

NOW THEREFORE, it is declared that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions.

ARTICLE 1
Definitions

Developer

1.01 "Developer" means Declarant and its successors and assigns.

Tract

1.02 "Tract" means any of the Tracts of land derived from the Property and which may be shown on any duly recorded Plat of Map thereof (should the Property be formally platted) as may be recorded in the Official Public Records of Burleson County, Texas (the "Map"). The term "Tract" does not include any common area.

Owner

1.03 "Owner" means the recorded owner or owners of the fee simple title to any Tracts in the Property on which there is or will be built a detached single-family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

ARTICLE II
Use Restrictions and Architectural Standards

Residential Use Only

2.01 All Tracts shall be used for single family residential purposes or agricultural use only.

Temporary shelters will be allowed, travel trailers and motor homes during the course of the construction (not to exceed twelve months) and shall thereafter only travel trailers and motor homes will be allowed to be stored upon the Property and shall not be used for a residence.

Type of Building Permitted

2.02 No building shall be erected, altered or permitted on any Tract other than one detached single-family dwelling and those outbuildings used in conjunction with residential use of premises.

Minimum Building Set-backs

2.03 Minimum setbacks are 30 feet in front for all boundaries along public roadway, 30 feet in the rear, and 20 feet for the side-yards.

Design, Minimum Floor Area and Exterior Walls

- 2.04 Any residence constructed on a Tract must have a living area of not less than one thousand four hundred (1,400) square feet, exclusive of open or screened porches, terrace, patios, driveways, carports and garages. All residences constructed shall be completed within on (1) year from the commencement thereof evidenced by completion of foundation.

Easements

- 2.05 Easements for the installation and maintenance of utilities and drainage facilities are to be reserved.

Noxious or Offensive Activities Prohibited

- 2.06 No noxious or offensive activity shall be conducted on any Tract that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

- 2.07 Except as provided in Section 2.01, no structure, including, but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Tract at any time as a residence. No single wide, double wide or manufactured home shall be used as a residence. Garage apartments shall be permitted; however, they must comply with these restrictions.

Signs

- 2.08 No signs of any type shall be allowed on any Tract except for agricultural use of not more than 40 square feet or on sign of not more than twelve square feet advertising the Property for sale of rent. However, Developer, as well as any other person engaged in the construction and sale of residence on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Mining Prohibited

- 2.09 No mineral quarrying or mining operations of any kind shall be permitted on any Tract by Declarant or any owner of any Tract.

Rubbish, Trash and Garbage

- 2.10 No Tract shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. Burning or incinerating of trash, garbage, leaves, brush, or other debris as permitted by local and state law.

Sewage Disposal

- 2.11 No individual sewage disposal system shall be permitted on any Tract unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Burleson County, Texas. Approval of the system as installed shall be obtained from the proper authority.

Water Supply

- 2.12 No individual water supply system shall be permitted on any Tract unless the system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Burleson County Ground Water Conservation District. Approval of the system as installed shall be obtained from that authority.

Prohibited Activities

- 2.13 No professional, business or commercial activity, except agricultural, to which the general public is invited shall be conducted on any Tract.

Other Restrictions

- 2.14 There shall be no commercial raising of livestock of any type. Cattle or horses are allowed at no greater density than permitted by the Burleson County Tax Appraisal District for an agricultural use exemption. Good animal husbandry practices shall be followed at all times regarding land/animal ratios for stocking the Property. The Property shall not be overstocked so as to create a hazard or nuisance. Animals used for non-commercial special projects, for example, children's participation in FFA, County Fair or other special projects emphasizing education and individual responsibility with animals, including poultry and swine are permitted only if used in a child's or student's education related projects.

No hazardous materials of any kind shall be stored upon the Property except during the course of construction to be utilized within ten (10) days of delivery to the Property.

No abandoned vehicles shall be permitted on the Property.

ARTICLE III
General Provision

Enforcement

- 3.01 The Developer or any Owner shall have the right to enforce, by any proceeding law or in equity, all restrictions, conditions and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

- 3.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any provision and all other provisions shall remain full force and effect.

Covenants Running with the Land

- 3.03 The easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title or interest in the Property in whole or in part, and their heirs, successors and assigns.

These easements, covenants, conditions and restrictions shall be for the benefit of the Property, each Tract and each Tract owner.

Duration and Amendment

- 3.04 The covenants, conditions and restrictions of the Declarations shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than fifty (50%) percent of the Owners.

The Covenants, conditions and restrictions of this Declaration may be amended by instrument signed by more than seventy-five (75%) percent of the Owners. Neither any amendment shall be effective until recorded in the Official Records of Burleson County, Texas and all requisite governmental approvals, if any, have been obtained.

Attorney's Fees

3.05 If any controversy, claim or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

DECLARANTS:

David Skeahan
David Skeahan

Debra E Skeahan
Debra E. Skeahan

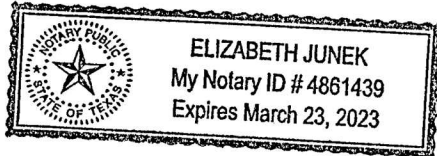
Mike E. Zigal
Mike E. Zigal

Cindy F. Zigal by Mike E. Zigal POA
Cindy F. Zigal by and through her Agent and Attorney-in-Fact Mike E. Zigal

STATE OF TEXAS)

COUNTY OF BURLESON)

This instrument was acknowledged before me on 2 July , 2021, by David Skeahan and Debra E. Skeahan..

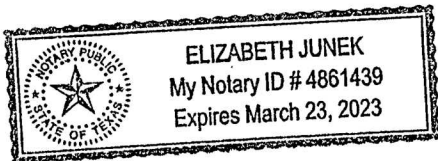


Elizabeth JuneK
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF BURLESON)

This instrument was acknowledged before me on July 2, 2021, by Mike E. Zigal, individually and as Agent and Attorney-in-Fact for Cindy F. Zigal.



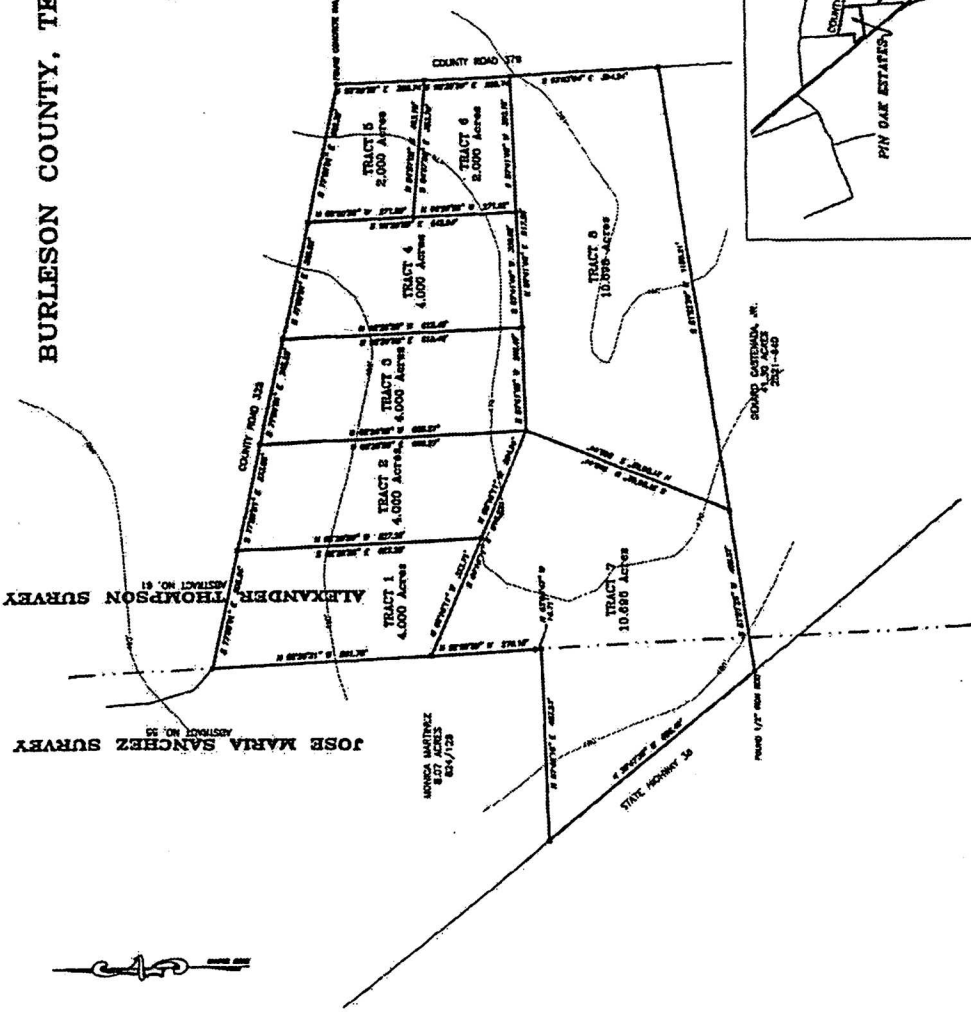
Elizabeth JuneK
Notary Public, State of Texas

Exhibit A

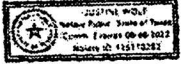
BURLESON COUNTY, TEXAS

JOSE MARIA SANCHEZ SURVEY
ABSTRACT NO. 50

ALEXANDER THOMPSON SURVEY
ABSTRACT NO. 61



Handwritten notes:
 1. This tract is not being surveyed as a part of the survey of the above described land, but as a separate tract.
 2. The survey of this tract is being made for the purpose of recording the same as a separate tract.
 3. The survey of this tract is being made for the purpose of recording the same as a separate tract.
 4. The survey of this tract is being made for the purpose of recording the same as a separate tract.



Handwritten notes:
 1. This tract is not being surveyed as a part of the survey of the above described land, but as a separate tract.
 2. The survey of this tract is being made for the purpose of recording the same as a separate tract.
 3. The survey of this tract is being made for the purpose of recording the same as a separate tract.
 4. The survey of this tract is being made for the purpose of recording the same as a separate tract.

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AS FILED IN THE PUBLIC RECORDS OF BURLESON COUNTY, TEXAS, ON 07/09/2021 AT 10:03 AM. THE ORIGINAL SURVEY IS FILED IN THE PUBLIC RECORDS OF BURLESON COUNTY, TEXAS, ON 07/09/2021 AT 10:03 AM.

Handwritten signatures and dates:
 Date: 07/09/2021
 Mag. Cabinet: A
 State: TEXAS

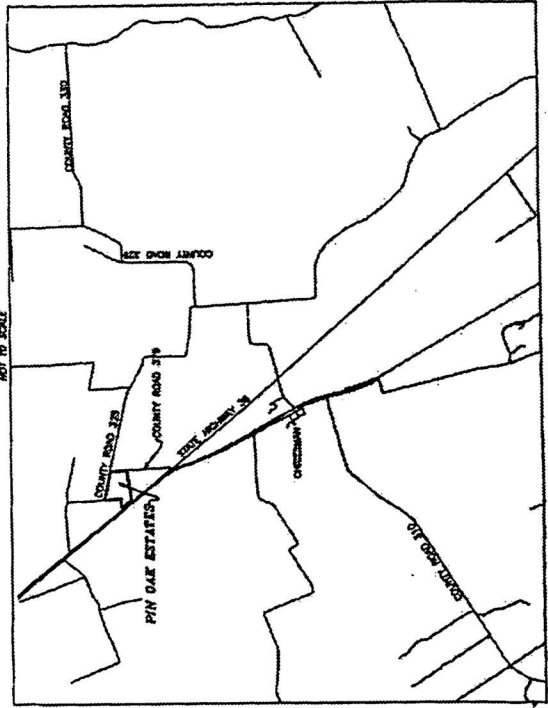


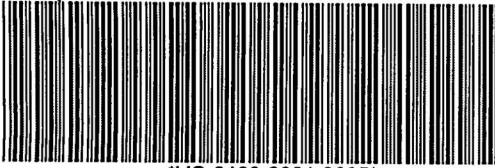
BEARINGS ARE BASED ON THE
 TOWNSHIP AND RANGE SYSTEM
 OF THE STATE OF TEXAS
 COUNTY OF BURLESON, TEXAS

SCALE 1" = 200 FEET

EMLOAK ESTATES
 JOSE MARIA SANCHEZ SURVEY, A-50
 ALEXANDER THOMPSON SURVEY, A-61
 BURLESON COUNTY, TEXAS

Surveyed by: [Name]
 Date: 7/9/21
 Book: 370-11
 Page: 8





VG-3103-2021-3605

Burleson County
Anna L. Schielack
Burleson County Clerk

Instrument Number: 3605

Real Property Recordings

DECLRTN CVNNTS CNDTNS&RESTRCTNS

Recorded On: July 09, 2021 04:03 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$50.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 3605
Receipt Number: 20210709000034
Recorded Date/Time: July 09, 2021 04:03 PM
User: Sharon B
Station: Clerk02

Record and Return To:

BURLESON COUNTY TITLE COMPANY
P O BOX 56
CALDWELL TX 77836



STATE OF TEXAS
Burleson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Burleson County, Texas

Anna L. Schielack
Burleson County Clerk
Burleson County, TX