

**Agreement Concerning Covenants, Conditions, and Restrictions
for Hubbard Hills Subdivision Phase 2**

This Agreement of Covenants, Conditions, and Restrictions (this **Agreement**) is made on March 1, 2023, 2022, between Jessica Reinsch and Vincent Swiderski (Buyers) and Wildcub, LLC, concerning the residential Subdivision known as Hubbard Hills Phase 2 (the **Subdivision**).

Whereas, Wildcub, LLC, a Texas Limited Liability Company organized and existing under the laws of Texas and having its principal office at 308 E Jefferson Ave., Whitney, Texas 76692 (the *Developer*), is the owner of real property located in Hill County, Texas, which real property is fully described in Exhibit "A," attached to this Agreement, incorporated or all purposes; and

Whereas, the Developer is in the process of developing the above mentioned real property to a residential community and contemplates subdividing the property into 5 individual tracts; and

Whereas, the Developer desires that the entire Subdivision constitute a single family residential community with access, use, and rights and obligations toward the ownership, operation, and maintenance of community facilities, and that such properties are also benefited and burdened by the same land-use restrictions and controls; and

Whereas, the Developer desires to provide for minimum building restrictions to promote and ensure the best use and the most appropriate development and improvement of each building site in the subdivision; to protect the Owners of building sites and the value of their property; to preserve so far as is practicable the natural beauty, wildlife habitat and environment of the Property; to guard against the erection thereon of structures built of improper or unsuitable material; to encourage and secure the erection of attractive homes thereon; and to adequately provide for a high quality of improvements made by purchasers of Lots thereon.;

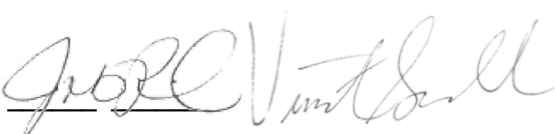
Now, therefore, in consideration of the above, and other valuable consideration, the Developer by this Agreement subjects all of the real property described in Exhibit "A" to the following covenants, charges, assessments, conditions, and restrictions, subject to the limitations contained in this Agreement.

I. Building Restrictions.

A. The Subdivision shall be a single-family residential subdivision and shall be used solely for residential purposes. A building site shall consist of one or more residential tracts or portions of tracts, as required below, as shown on the face of the plat or any modifications or adjustments to it. In spite of the preceding, no tract shall be smaller than the minimum tract size allowed by the governmental authorities charged with regulating tract sizes.

B. No building, except a single-family residential building together with detached garage and/or such other accessory buildings as may be permitted by local land use or ordinances, shall be permitted. Such accessory buildings shall not be used for or in connection with multi-family living, and each building site shall be used for no more than one family, unless further subdividing is otherwise approved by the Hill County Commissioners, the applicable water supply corporation or utility district, and any other authorities charged with regulating subdivision of land.

Buyer's(s) Initials



C. Any home constructed on a building site shall have a minimum main floor area of the main structure, exclusive of one-story open porches and garages, of not less than 1,200 square feet.

D. All homes shall be site built using exterior walls of wood, hardie, smart panel, stucco, masonry, rock, brick, sheet metal, or a combination thereof.

E. Barndominiums are permitted, provided they meet all other requirements of this Section I, including the minimum square footage requirement of not less than 1,200 square feet living space. For the purpose of this Agreement, "barndominium" is defined as a metal structure with living quarters serving a dual purpose of living space and shop or work and storage areas large enough to store cars, recreational vehicles, equipment, or house livestock such as horses.

F. Mobile homes, homes that have a trailer frame, and homes that are movable by undercarriage are not permitted. Homes that are brought to the build site in modules or compartments for final assembly are permitted, so long as they are attached to the ground via concrete slab or pier and beam construction and comply with all other provisions of this Agreement and all rules and regulations promulgated by Hill County, Texas.

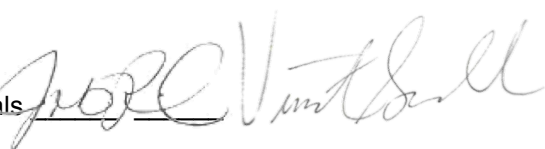
G. No trailer, tent, shack, garage, barn, or other outbuildings shall at any time be used as a permanent residence on any building site. Each Lot Owner may reside in an RV or 5th wheel trailer for a maximum of 16 months while their home is being constructed. An RV or 5th wheel may be placed on the property for weekend use. All raw sewage shall only be discarded when directly connected to a septic tank, at a dump station, or by use of a portable tank.

H. Any construction commenced on any house as provided in this Agreement shall be substantially completed, including, but not limited to, all painting, within 16 months from the date the construction is commenced.

I. All Tract owners shall provide and maintain proper facilities to control stormwater run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.

J. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes of Hill County, Texas, and any and all other governmental entities that have jurisdiction at the time of undertaking the buildings and improvements, if any. No dwelling house, garage, or other accessory building or part of it (exclusive of fences and similar structures) shall be placed nearer to the front property line or nearer to the side property line or to the rear property line than the minimum building setback lines, if any, imposed by any such governmental entity having control, or as shown on the recorded plat of the subdivision, whichever is more restrictive.

K. No improvements may be constructed on any tract within 30 feet of the front property lines, within 30 feet of the rear property lines, and within 30 feet of the side property lines, except fences, which may be constructed on the property lines, with the exception of property lines within the bounds private road and utility easement or any other easement of record. If a Tract owner purchases two or more adjacent tracts, this section applies only to the exterior property lines of each outside tract.



L. The height and location of any residence, garage, or accessory building shall be designed and located so as to assist in the preservation of the views of others.

M. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any tract any trade or business of any description, either commercial or noncommercial, that is open to the public or which the public is invited to attend, nor shall the premises be used for any other purpose except for the purpose of providing a private, single-family dwelling or residence.

1. Use of a room within a residence as an office space that is not open to the public or to which the public is not invited to attend does not constitute a trade, business, or commercial purpose.

N. The operation of a commercial gun range or skeet or trap range are strictly prohibited. No noxious, illegal, or offensive use of property shall be carried out on any tract, nor shall anything be done on it that may be, or become, an annoyance or nuisance to the neighborhood including but not limited to excessive discharge of firearms on a regular basis. Please respect the rights of the other tract owners. All Hill County and Texas laws will prevail regarding civil disputes or guns.

O. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects shall be maintained or allowed on any tract. All fences and buildings shall be kept in a state of repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.

P. All mailboxes and mailbox holders shall be of a standard design accepted by the applicable specifications of the U.S. Postal Service. All mailboxes shall be located as directed by the U.S. Postal Service. Each Tract owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times.

Q. All animals kept or maintained on any tract shall be at all times securely confined to the tract or other enclosure located thereon. No animals, livestock, or poultry of any kind shall be raised, kept, or bred on any tract except as follows:

1. A reasonable number of dogs, cats, and household pets, not exceeding a total of 4 in number, and not kept, bred, or maintained for sale or commercial use;
2. A reasonable number of poultry and fowl, not exceeding a total number of 25 in number, and not kept, bred, or maintained for commercial use; and
3. Not more than one head of cattle, horses, swine, sheep, or goats, or any combination thereof, per 2 acres of land contained within the tract.

R. Any tract owner that owns at least a portion of a tank or pond has the right to the use of the entire body of water for the purpose of fishing by use of kayak or small boat. However, no tract owner may trespass on another tract owner's land for said purposes.

II. Private Road and Utility Easement Maintenance

A. There is a 50' wide ingress and egress and utility easement, being more particularly described in Exhibit "A," attached hereto and incorporated for all purposes.

B. It is the mutual desire of the parties hereto that said private road and utility easement be maintained in a safe and usable condition by the tract owners and to establish a method for the maintenance and repair of said private road and utility easement and for the apportionment of the expense of such maintenance and repair among existing and future Tract Owners as follows:

1. The cost and expense of maintaining the private road easement shall be divided equally among the subdivided parcels created in the subdivision and paid by the Tract Owner or the heirs, assigns and successors in the respective interest of each such Owner.

2. In the event any of the herein described parcels of Property are subdivided further, the Tract Owners, heirs, assigns and successors in interest of each such newly created parcel shall be liable under this Agreement for their then pro rata share of expenses and such pro rata shares of expenses shall be computed to reflect such newly created parcels.

3. The repairs and maintenance to be performed under this Agreement shall be limited to the following, unless the consent for additional work is agreed to by a majority vote of the Tract Owners owning 75% of the number of parcels, including subdivisions thereof as described above:

a. Reasonable and normal road improvement and maintenance work to adequately maintain said private road easement and related drainage facilities to permit all weather access;

b. Repairs and maintenance under this Agreement shall include, but is not limited to, filling of chuck holes, road grading, repairing and resurfacing of roadbeds, repairing, maintaining drainage structures, removing debris, maintaining markers, striping and lighting (if any) and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.

4. Any extraordinary repair required to correct damage to said private road and utility easement that results from action taken or contracted for by parties hereto or their successors in interest shall be paid for by the party taking action or party contracting for work which caused the necessity for the extraordinary repair. The repair shall be such as to restore the private road and utility easement to the condition existing prior to said damage.

5. It is agreed that the Developer is initially the agent to contract and oversee and do all acts necessary to accomplish the repairs and maintenance required and/or authorized under this Agreement for a period of 12 months after the first tract in the subdivision is sold.

A handwritten signature in black ink, appearing to read "J. R. V. Smith", is written over a horizontal line.

6. A Road Commission Agent may be elected by a majority of the tract owners, will serve a term as agreed to by the tract owners, and can be replaced or renewed at any time by a simple majority vote of the tract owners. If elected, the Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

7. The Road Commission Agent may establish and maintain a bank checking account with a local bank, and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a year end balance sheet, accounting for all funds received and disbursed.

8. Before authorizing expenditures for future road improvements, tract owners will be notified by the Road Commission Agent, cost estimates will be provided, and a majority agreement will be required. If any tract owner performs improvements, maintenance, repairs or replacements without the approval of the other tract owners prior to performing such work, the tract owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

9. Road maintenance and road improvement costs shall be shared equally between the tract owners sharing access to the above mentioned road (i.e., each tract owner being responsible for an equal portion of improvements costs based on the total number of tracts).

10. If an account is established, prepayment of maintenance and improvement costs may be made to the road maintenance account by each tract owner. Annually, on or before a date as specified by the Road Commission Agent, each parcel owner will contribute their share of the estimated annual cost for road maintenance and road improvements. The Road Commission Agent shall send each parcel owner a two week notice of the annual payments due.

11. Repair and maintenance work on the private road and utility easement shall be commenced when a majority of the Tract Owners agree in writing that such work is needed. The Tract Owners shall obtain three bids from licensed contractors and shall accept the lowest of said three bids and shall then initiate the work.

12. Should any Tract Owner fail to pay their share of costs and expenses as provided in this Agreement, then the Agent or any Tract Owner or Owners shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such Tract Owner in accordance with the laws of the state of Texas, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix as and for a reasonable attorney's fees.

13. Any liability of the Tract Owner's for personal injury to another Tract Owner or any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the Tract Owners for damage to the Property, or any such worker, or of any third persons, as a result of or arising out of repairs and

maintenance under this Agreement, shall be borne, as between the Tract Owners in the same percentages as they bear the costs and expenses of such repairs and maintenance. Each Tract Owner shall be responsible for and maintain his own insurance, if any. By this Agreement, the parties do not intend to provide for the sharing of liability with respect to personal injury or property damage other than that attributable to the repairs and maintenance undertaken under this Agreement. Each of the Tract Owners agrees to indemnify the others from any and all liability for injury to him or damage to his property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement.

V. Miscellaneous and General Provisions.

A. Each owner, by purchasing any tract in the Subdivision shall be bound by the terms and conditions of this Agreement.

B. On transfer, conveyance, or sale by any owner of all of his or her or its interest in any subdivision tract, the owner's rights and duties under this Agreement shall cease and terminate.

C. Written consent of 75% of all of the Tract Owners is required in order to grant any additional powers or duties or otherwise modify or amend this Agreement in any manner.

D. The Tract Owners shall, at all times, observe all of the laws, regulations, ordinances, and the like of Hill County, the State of Texas, and of the United States of America, and if, at any time, any of the provisions of this Agreement shall be found to be in conflict with them, then such parts of this Agreement as are in conflict with those laws, regulations, ordinances, and the like shall become null and void, but no other part of this Agreement not in conflict shall be affected.

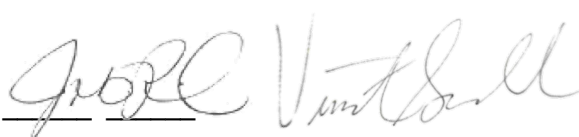
E. This Agreement may be terminated, and all of the real property now or later affected may be released from all or any part of the terms and conditions of this Agreement, by the owners of 75% of the properties subject to this Agreement at any time it is proposed to terminate this Agreement, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Hill County Clerk.

F. All of the provisions of this Agreement shall be deemed to be covenants running with the land, and shall be binding on and insure to the benefit of the owners of the properties described in **Exhibit "A,"** their heirs, successors, and assigns. All parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this Agreement.

G. Any Tract Owner may maintain any legal proceedings to compel or enforce any of the terms and conditions of this Agreement.

III. Property Owners Association

A. At such time as more than 50% of the developable tracts are sold, a Texas nonprofit corporation known as "the Hubbard Hills Phase 2 Property Owners Association" (or such other

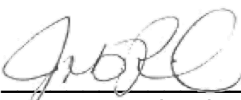


similar name as may be available from the Secretary of State) may be formed by a 75% vote of the Tract Owners.

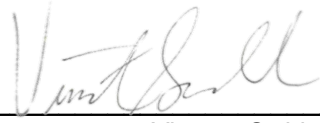
1. Each owner of a tract within the Subdivision shall become a member of the Property Owners Association. The association shall manage, maintain, and care for the common facilities of the subdivision, including the shared entry gate and the private road.
2. The Property Owners Association shall have the right and authority to: (a) issue rules and regulations applicable to the shared facilities of the subdivision, (b) collect maintenance fees, late charges, interest, and all other costs and expenses permitted by law, (c) implement a process involving lien rights and remedies to secure the appropriate observance of these restrictive covenants, and (d) exercise any other rights granted under, and in accordance with, the Articles of Incorporation and Bylaws of the Association.
3. An architectural control committee may be appointed by a majority vote of the members of the Property Owners Association. The committee shall function as the representative of the owners of tracts in the subdivision to provide for and assist in maintenance, preservation, and architectural control of the subdivision. If created, a majority of the committee may designate a representative to act for it. No improvement or structure of any nature shall be erected, placed, or altered on any tract until the construction plans, specifications, and a plan showing the location of such improvements on the tract have been submitted and approved by the committee. If the committee, or its designated representative, fails to approve or disprove such plans and specifications within 30 days after receipt of such plans, then committee approval shall be presumed.

Buyer(s) hereby acknowledges that they have received a copy of these Covenants, Conditions, and Restrictions for Hubbard Hills Subdivision Phase 2 and agree to be bound by the terms contained herein.

BUYER:

By: 
Printed Name: Jessica Reinsch
Date Signed: 3/1/2023
Mailing Address: 301 E Morningside Dr
Fort Worth, Texas 76104
Email or Phone: 817-239-3596

BUYER:

By: 
Printed Name: Vincent Swiderski
Date Signed: 3/1/2023
Mailing Address: 301 E Morningside Dr
Fort Worth, Texas 76104
Email/Phone: 817-658-7183

Buyer's(s) Initials

