

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HICKORY CREEK ESTATES**

STATE OF TEXAS

COUNTY OF HUNT

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made and entered into for the **HICKORY CREEK ESTATES** subdivision by GLA VENTURES LLC, a Texas limited liability company, herein referred to as "Declarant."

RECITALS:

WHEREAS, Declarant is the owner of that certain 20 acres of land, more or less, located in Hunt County ("County"), Texas, generally located on HWY 69 and Country Road 1032 and which is more particularly described in Exhibit "A" attached hereto and made a part hereof, hereinafter (referred to as the "Property");

WHEREAS, Declarant intends to separate the Property into separate lots that are intended for residential dwellings (individually, a "Lot"); and

WHEREAS, Declarant desires to create and carry out a uniform plan for the development and sale of the Property for the benefit of the present and future owners of the Lots located within the Property, and to convey the Property subject to certain protective covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, it is hereby declared that (i) all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the desirability of the Property, and which shall run with the land and be binding on all parties having any right, title, or interest in or to the Property or any part thereof, including their heirs, successors, and assigns, and shall inure to the benefit of each such party; and (ii) each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set forth or referred to in said contract or deed.

ARTICLE I
GENERAL RESTRICTIONS

All of the Property and any right, title or interest therein shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

1.1 Limitation on Use. Each Lot shall be used for residential purposes or home office subject to the following limitations:

- a. Hazardous materials and/or chemicals may not be used or stored on the Property;
- b. Equipment and materials must be screened from view from any neighboring Lot;
- c. Noise volume may not exceed normal residential decibel levels in accordance with applicable County noise ordinances; and
- d. Business may only be conducted indoors or screened from view (except for agricultural purposes).

1.2 Minimum Setbacks. No dwelling residence or other structure may be placed or erected within fifteen (15) feet from a neighboring lot. Boundary line fences, cross fences, landscaping, gates and structures relating to gate entrances shall be excluded from the above-referenced fifteen (15) foot minimum side setback requirement. A dwelling residence or other structures that existed on a Lot prior to the filing and recordation of this Declaration shall be grandfathered and exempted from these requirements.

1.3 Dwellings. All dwelling placed on the Property shall be site build residential homes. Mobile or pre-manufactured homes are not permitted.

1.4 Residences and Structures. No more than one (1) dwelling residence on lots under two (2) acres is allowed. No more than two (2) dwelling residences on lots over two (2) acres is allowed. The total area of the primary residence must be a minimum of fourteen hundred (1,400) square feet.

1.5 Travel Trailers and Recreational Vehicles. No travel trailer, motor home or recreational vehicle shall be used as a permanent dwelling residence. Any travel trailer, motor home or recreational vehicle parked or stored on any Lot must comply with the minimum setbacks established in Section 1.2 above. A single travel trailer, motor home or recreational vehicle used solely as a temporary residence on the Lot while a permanent dwelling residence is being constructed may be allowed for no more than twelve (12) months.

1.6 Temporary Structures. No tent, shack, or other temporary building shall be placed on any given Lot as a permanent dwelling residence. Temporary structures needed to store tools and equipment during the actual construction phase of the permanent dwelling will be permitted and must be removed upon completion of the dwelling residence or for recreational use, provided they shall not be allowed for longer than twelve (12) months.

1.7 Unfinished Dwelling Residences and/or Structures. No dwelling residence and/or structure shall remain unfinished for more than fifteen (15) months after construction has begun.

1.8 Rubbish, Trash and Debris. No trash containers, metals, bulk materials, scrap, refuse, trash or debris shall be kept, stored or allowed to accumulate on a Lot within the minimum setbacks set forth in Section 1.2 above. For all other areas, such items may be kept, stored or allowed to accumulate only if appropriately stored and screened from view from public or common roads and adjacent lots. No odors shall be permitted to arise therefrom so as to render

any portion of the Property unsanitary, offensive, or detrimental to any other portion of the Property or to its occupants or adjacent Lot owners. The Property and/or Lots shall not be used as a dumping ground for rubbish. No Lot owner shall permit any condition to exist on any Lot that will induce, breed or harbor infectious plant diseases or noxious insects.

1.9 Vehicles and Trailers. All trucks, automobiles, trailers, graders, stock trailers, horse trailers, boats, tractors, construction machinery, wagons, motorcycles, motor scooters, all-terrain vehicles, or landscaping equipment (collectively, “Vehicles”) shall be parked or stored on the Lot within the minimum setback areas set forth in Section 1.2 above, except when in actual use. No repair or maintenance work shall be done on any Vehicles (other than minor emergency repairs) except in areas screened from view.

1.10 Swine and Ratites. No swine or ratites (ostriches, emus and the like) may be kept, stored, or raised upon any Lot or any portion of the Property.

1.11 Other Animals. Lot owners may keep a reasonable amount of dogs or cats, though no commercial breeding or kennel operations are permitted. Lot owners may keep chickens for personal use. Lot owners may keep up to one (1) large animal per acre (e.g., cows, horses, or other similar animals). No dangerous or wild animals are permitted.

1.12 Individual Sewage Disposal Systems. No individual sewage disposal system shall be permitted unless the system is designed, located, constructed and maintained in accordance with all federal, state, and local laws, including any promulgated by the County. Individual sewage disposal systems must additionally comply with the minimum setback requirements outlined above and those otherwise required by the County.

1.13 Repair of Buildings. All improvements upon any of the Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot owner thereof.

1.14 Subdivision of Property. No tract may be subdivided less than what is otherwise permitted by the County.

1.15 Additional Prohibited Activities. Additional prohibited activities include:

- a. Any illegal activity;
- b. Any nuisance or noxious or offensive activity;
- c. Any storage of —
 - i. building materials except during the construction or renovation of a dwelling residence; or
 - ii. unsightly objects unless completely shielded by a cosmetically appealing structure;

- d. Any exploration for or extraction of minerals;
- e. Any dumping of rubbish;
- f. The drying of clothes in a manner that is visible from any street;
- g. The operation of —
 - i. junk yards;
 - ii. repair yards; or
 - iii. wrecking yards.
- h. Occupying a structure that does not comply with the construction standards of a residence in accordance with the provisions of this Declaration.

ARTICLE II MISCELLANEOUS

2.1 Term. This Declaration shall initially run until December 31, 2031, unless amended as herein provided. After December 31, 2031, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as provided below.

2.2 Termination. Prior to expiration of the Declarant Control Period (as defined below), the Declarant may unilaterally terminate this Declaration. After expiration of the Declarant Control Period, this Declaration may be terminated by a written instrument executed by sixty-six percent (66%) of the Lot owners of the Property, determined on the basis of acreage.

2.3 Amendment. Prior to expiration of the Declarant Control Period, the Declarant may unilaterally modify, alter, or otherwise amend this Declaration. After expiration of the Declarant Control Period, this Declaration may be amended by an affirmative vote of sixty-six percent (66%) of the Lot Owners of the Property, determined on the basis of acreage. Any such amendment shall be effective upon recordation in the County property records of an instrument executed and acknowledged by Declarant and/or the requisite percentage of Lot owners and setting forth the amendment.

2.4 Severability. The provisions of this Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision shall not affect the validity or enforceability of any other provision or portion hereof.

2.5 Enforcement. The Declarant and each Lot owner of a Lot or any other portion of the Property shall have the right to enforce any and all provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. 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.

2.6 Effect on Declarant. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce the same, and Declarant shall not be subject to any claim, demand, or cause of action from any Lot owner by virtue of not enforcing any restrictions herein contained.

2.7 Declarant Control Period; Changes to Property. The Declarant shall have special rights granted under this Declaration, including, without limitation, the rights granted under Section 2.3 above and the rights granted in this Section 2.7, until it no longer owns any portion of the Property (the "Declarant Control Period"). Prior to expiration of the Declarant Control Period, Declarant reserves the unilateral right to (i) increase or decrease the number of Lots located within the Property or the size, layout, or location thereof, (ii) annex in additional real property located adjacent to or in close proximity of the Property to become subject to this Declaration, and/or (iii) remove certain portions of the Property still owned by Declarant from being subject to this Declaration. After expiration of the Declarant Control Period, the Declarant rights, duties and obligations hereunder shall automatically cease, and the Lot owners shall thereafter control in accordance with the terms of this Declaration.

2.8 Attorney's Fees. 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.

2.9 Fines. Each Lot owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

2.10 Presuit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Lot owners will mediate the dispute in good faith.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the ____ day of January, 2022.

GLA Ventures LLC,
a Texas limited liability company

By: _____
Terence Burnside, Manager

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 20____ by Terence Burnside, who is duly authorized to execute this instrument on behalf of GLA Ventures LLC, a Texas limited liability company.

Notary Public, State of Texas

Exhibit “A”

The following real property located in Hunt County, Texas: