

Freestone Acres

DECLARATION OF COVENANTS AND RESTRICTIONS AND/OR DEED RESTRICTIONS

Declarations and Restrictions for Freestone Acres.

The following covenants and restrictions are in place to ensure quality of life and peaceful surroundings, with the guarantee that all tracts of land will be equally protected in the future.

1. Landowners have the right to quiet enjoyment of their property.
2. Manufactured (mobile) homes or industrialized (modular) homes are permitted on the property if the home was constructed/manufactured within the prior 15 years of installation or as approved by the developer.
3. Lots may be subdivided subject to county and state requirements.
4. All barns must be constructed of wood or baked enamel metal.
5. No homes or buildings shall be constructed in a flood plain unless approved by the county.
6. No building or structures shall be placed on any easements unless approved by easement holder.
7. All buildings and structures on the Property must be set back at least 15 ft from any road or public right-of-way, or further if required by the county.
8. Property owner must obtain a private sewage facility license from the Freestone County Environmental Services Department upon construction of a residential dwelling.
9. No building construction shall be allowed on the tract of land until a building permit is issued by Freestone County if required by the county.
10. All culverts on the Property must be installed according to Freestone County Commissioners or Texas Department of Transportation (TXDOT) regulations as applicable.
11. All driveways on the Property must be constructed of gravel, asphalt, or concrete.
12. All personal items and equipment such as mowers, tools, bicycles, boats, toys, etc.; shall be stored inside a building, or completely enclosed behind a sight-proof fence.
13. Fences must be constructed of wood, metal, other industry standard, or ranch fencing material.

14. No signs of any type shall be allowed on the Property, except real estate signs if a home is for sale.
15. Home sites are for residential purposes only. No commercial business activity is allowed. Trucks in excess of 10,000 GVW (Gross Vehicle Weight) shall not be permitted on the property except those used by a builder or contractor during the construction process or for repair of improvements.
16. No debris or inoperative equipment may be located on the Property. All vehicles must have a current and valid registration and current inspection sticker. No abandoned, wrecked, or junk motor vehicles may be located on the Property. All lots should be kept neat.
17. The Property shall not be used at any time as a dumping ground for rubbish, trash, garbage, or any form of waste; including, but not limited to hazardous wastes, toxic wastes, chemical wastes, or industrial byproducts.
18. All Property owners must subscribe to a trash service. No burning of trash is permitted at any time.
19. Livestock and poultry shall be permitted as specified; One large animal per 2 acres; no more than 12 fowl (chickens, ducks, geese, etc.); and no more than two sheep or goats per acre.
20. The length of grass around the home (considered the yard/lawn), shall be kept at a height of no greater than 6 inches. The grass in the pasture area shall not exceed 24 inches.
21. VIOLATIONS: Any violation that is not corrected within thirty (30) days of notification will be assessed a fine of \$20.00 per day until the violation is corrected. In the event the Landowner has financed the Property with the Developer, any payments will be applied first to the fee for violations before being applied to any principal or interest. Any repeated violations shall be assessed an immediate fine of \$20.00 per day until corrected without the application of any grace period. If the lien is not with the Developer, any unpaid fines will cause a lien to be placed upon the owner's property by the Developer. If the Violation has not been corrected within 30 days after the initiation of the enforcement of fines has been established, the fine will then double every 30 days until the violation has been corrected, or from \$20 per day to \$40, from \$40 to \$80, etc.

The terms of these covenants, conditions, and restrictions are to run with the land and are to be

binding on all persons in title to the tract, in whole or part, for a period of ten (10) years from the date of this deed, after which time they shall be renewed automatically for successive periods of ten (10) years unless changed by agreement of 80% of property owners in the Subdivision of which the Property is a part with one vote per tract. The developer is exempt from all restrictions during the development and sales period.

Borrower:

Sign:_____

Print:_____

Date:_____

Co-Borrower:

Sign:_____

Print:_____

Date:_____