

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WALNUT HILL ESTATES, PHASE 1**

THIS DECLARATION of Covenants, Conditions and Restrictions (herein called "Declaration") is made effective as of the 21 day of May, 2021, by 1215 Development, LLC, a Texas LLC, (herein called "Declarant").

WITNESSETH:

WHEREAS, Declarant owns that certain property described in that certain plat recorded in Document No. 202101014026, Official Records of Smith County, Texas and Cabinet F, Slide 241A of the Plat Records of Smith County, Texas (the "Property"); and

WHEREAS, in order to enable Declarant to implement a general plan of development and accomplish the development of such lands as a first-class residential development of high quality and standards in a consistent manner, with continuity, and to insure the creation of an architecturally harmonious subdivision, Declarant desires to subject the Property, as hereinafter defined, to the covenants, conditions and restrictions hereinafter set forth (herein collectively called the "Covenants");

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed Subject to the Covenants,

**ARTICLE I
DEFINITIONS**

The following words, phrases, or terms used in this Declaration shall have the following meanings:

A. "Covenants" shall mean the covenants, conditions, assessments, charges, servitudes, liens, reservations, and easements set forth herein.

B. "Declarant" shall mean 1215 Development, LLC, a Texas LLC, and any successor and assign of Declarant's rights and powers hereunder, but with respect to any Such Successor or assign (1) such successor or assign shall not be deemed to be a "Declarant" unless Such successor or assign is designated as such pursuant to a written instrument signed by Declarant (which written instrument shall be filed of record in the Official Public Records of Smith County, Texas, designating that part of the Property to which it relates) and (ii) Such Successor or assign Shall Only have those rights and powers of Declarant that are specifically assigned by such written instrument.

C. "Declarant Land" shall mean such part or parts of the Property, including but not limited to the Lots owned by Declarant, together with the buildings, structures and improvements thereon, if any, as may be owned now or at any time hereafter by the Declarant, for as long as the Declarant is the owner thereof. Declarant Land shall include any Lot or parcel of the Property which is reacquired by Declarant through foreclosure and reconveyance or assignment in lieu of foreclosure or in Cancellation of any purchase money indebtedness owed to Declarant.

D. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as amended or supplemented from time to time.

E. "Deed" shall mean a deed or other instrument conveying the fee simple title to all or any portion of the Property, including but not limited to a Lot.

F. "Dwelling Unit" shall mean any portion of a building situated on a Lot designed and intended for use and occupancy as a residence by a single family.

G. "Exempt Property" shall mean the following parts of the Property:

(1) All land and Permanent Improvements owned by or dedicated to and accepted by the United States, the State of Texas, the County of Smith, or any political subdivision thereof, for as long as such entity or political subdivision is the Owner thereof, or for so long as said dedication remains effective.

H. "Lot" shall mean any lot described Document No. 202101014026, Official Records of Smith County, Texas and Cabinet F, Slide 241A of the Plat Records of Smith County, Texas, together with any lots which may, from time to time, result from the resubdivision, combination or division of any of such lots, as may be shown upon a plat or plats of the Property or any part thereof now or hereafter filed for record in the Plat Records of Smith County, Texas (as such plat or plats may be amended from time to time). The term "Lot" shall also include any other portion of the Property which may, from time to time, be shown upon the aforementioned plat or plats (as same may be amended from time to time) and which is designated on such plat or plats to be a Lot by a separate written instrument executed by Declarant, or its successors or assigns, filed of record in the Official Public Records of Smith County, Texas.

I. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot but excluding those having such interest merely as security for the performance of an obligation.

J "Permanent Improvements" shall mean with respect to any Lot or any other portion or parcel of the Property, any and all improvements, structures, and other materials and things (including, but without limitation, trees, berms, shrubs, hedges, and fences) which, at the time of each Assessment, are located thereon.

K. "Plat" shall mean the subdivision plat of any portion of the Property presently on file in the Map and Plat Records of Smith County, Texas, and any other plat or plats of all or any portion of the Property now or hereafter filed for record in the Plat Records of Smith County, Texas (as such plat or plats may be amended from time to time). The streets shown on the Plat, unless otherwise stated on the Plat, have been dedicated to the public.

L. "Person" shall mean and refer to an individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

M. "Property" shall mean:

(1) The land described Document No. 202101014026, Official Records of Smith County, Texas and Cabinet F, Slide 241A of the Plat Records of Smith County, Texas; and

(2) Additional adjacent land subjected to this Declaration, if any.

O. "Subdivision" shall mean the residential subdivision located in Smith County, Texas, and known as Walnut Hill Estates, Phase 1, according to the Plat of said subdivision on that certain plat recorded in Document No. 202101014026, Official Records of Smith County, Texas and Cabinet F, Slide 241A of the Plat Records of Smith County, Texas, as the same may be amended or supplemented from time to time, and where the context requires, any other subdivision within the Property as shown by a plat filed for record by Declarant in the Plat Records of Smith County, Texas.

P. "Subsidiary Declaration" shall mean any declaration of Covenants conditions, assessments, or restrictions applicable to any portion of the Property which is recorded after the effective date hereof or which is otherwise subject hereto.

Q. "Supplemental Declaration" shall mean a supplement to this Declaration recorded as provided herein.

ARTICLE II

COVENANTS BINDING ON PROPERTY AND OWNERS

2.01 Property Bound. From and after the date of recordation of the Declaration, the Property shall be subject to the Covenants, and the Covenants shall run with, be for the benefit of, bind, and burden the Property.

2.02 Owners Bound. From and after the date of recordation of the Declaration, the Covenants shall be binding upon and inure to the benefit of each Owner and his heirs, executors, administrators, personal representatives, successors, and assigns, whether or not so provided or otherwise mentioned in the Deed. Except with respect to the Exempt Property, each Owner of a Lot for himself, his heirs, executors, administrators, personal representatives, successors, and assigns, expressly agrees to pay, and to be personally liable for, the Assessments provided for hereunder, and to be bound by all of the Covenants herein set forth.

ARTICLE III

GENERAL RESTRICTIONS

3.01 Fencing. All fencing shall be a minimum of six feet (6') in height and a maximum of eight feet (8') in height and shall be wood with no more than five percent (5%) open area through fence. No fencing shall extend beyond the house front or face. No fencing of any kind in front yard of lots is allowed. Fencing shall be maintained in good condition and functional.

3.02 Prohibited Vehicles. No boats, trailers, ATVs, UTVs, jet skis, or equipment shall be parked on the street at any time. No boats, trailers, ATVs, UTVs, jet skis, or equipment shall be parked in the driveway or yard for more than twenty-four hours. Not including vehicles parked in a garage, no more than two vehicles may be parked on a driveway overnight. No vehicles are allowed to be parked on street for more than six hours.

3.03 Driveways. The maximum width of any driveway shall be twenty-two feet (22'). Excluding sidewalks and covered porches, no other concrete than the concrete allowed for driveways shall be allowed in front yards.

3.04 Landscaping. A minimum of seventy five percent (75%) of the front yard area shall be planted with Bermuda, St. Augustine, Zoysia, or Centipede ornamental grasses. No xeriscape, rock gardens, pavement, or astroturf in excess of ten percent (10%) of total front yard area is allowed. Other than within three feet of the house, no shrubs in excess of three feet (3') tall are allowed in front yard. No shrubs, trees, structures, or any development or improvement shall be placed within 13 feet of the back of the street curb, which is the property line.

3.05 Irrigation and Maintenance of Landscaping. All Lots shall have a traditional subsurface functioning irrigation system. The irrigation system shall remain active and operated to maintain optimal yard grass, shrub, trees, and flowerbed growth. All yards shall be mowed and maintained at least twice a month in the growing season.

3.06 Utilities, etc. No utilities, active electric, communication, clothes lines, or gas lines are allowed above ground. All antennas, dishes, and communication devices shall be mounted on the back of roofs, below roof peak so as to be completely unseen from the street or at ground level in back yard completely below to top of the backyard fence.

3.07 Animals No farm animals are allowed on any Lot or in homes on any Lot. Farm animals include, but are not limited to horses, miniature horses, ponies, cows, goats, chickens, pigs, potbellied pigs, peacocks, guinea fowl, geese, ducks, bee hives, donkeys or llamas. No more than a total of three domestic pets are allowed per Lot. Operating a kennel or domestic pet breeding venture is prohibited. No pets may be kept, kenneled, or allowed outside of the backyard overnight.

3.08 Roofing Materials. All roofs shall be composition shingles and of a color and appearance like original or in dark earth tones, with a minimum pitch of 8:12.

3.09 Outbuildings. Out buildings larger than one hundred (100) square feet are prohibited. Outbuildings are limited to one per lot and shall be in backyard. No out buildings shall be taller than seven feet tall at peak.

3.10 Grading of Lots. No Lot may be modified or graded in such a manner that storm water is redirected, channelized or concentrated onto any other Lot. Provided, however, this provision does not apply to initial construction and lot grading by developer and builder.

3.11 Garages. Garage doors shall remain closed at night and when house is unoccupied.

3.12 Prohibition on Commercial Use. Other than as a single home office (work from home), no business may be conducted on any Lot. Prohibited businesses include, but are not limited to, retail ventures, providing of services, or any other business in which customers, clients, employees, coworkers, or other parties may visit house in person and/or park on lot or in street.

3.13 Signage. The placement of signs of any kind in yards or on houses are prohibited other than seasonal signs for local schools, school clubs/sports, political, church, or community events. School signs may remain displayed for the season for which family member is participating. Political signs shall not be displayed until early voting for the pertinent election begins and must be removed the day after election. All other signs (church and community) shall not remain displayed on property beyond three weeks. No sign may exceed two feet (2') by three

feet(3') (864 square inches) in size. A rest period of a minimum of eight weeks is required between the displaying sign of any kind before another sign of any kind may be displayed on the lot.

3.14 Setback lines. No initial construction, renovation or addition to the house may be constructed within 5' of the side property lines, within 25' from the front property line (38' from back of curb) or within 15' of the back property line.

3.15 Types of Structures. No building shall be erected, altered, or permitted to remain on any Lot in the Property other than one (1) detached single-family residential dwelling not to exceed two and one-half (2 1/2) stories in height. Each such Dwelling Unit shall have a private garage which shall not be detached from the main residential structure and which shall be fully enclosed and covered and able to accommodate two full sized automobiles.

3.16 Minimum Square Footage. The living area of each residence (exclusive of porches, patios, garage, terraces, or driveways) on each Lot shall not be less than One Thousand Six Hundred (1,600) square feet.

3.17 Construction Materials. All structures shall consist of no less than fifty percent (50%) brick, acceptable stone veneer, or acceptable "stucco-type" material, including EIFS (exterior insulating finishing system).

ARTICLE IV

TERM, AMENDMENTS, TERMINATIONS

4.01 Term; Method of Termination. This Declaration shall be effective upon the date of recordation, hereof and, as amended from time to time, shall continue in full force and effect to and including December 31, 2046. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting eighty percent (80%) of the total votes (each Owner other than Declarant having one vote per Lot owned with Declarant having three votes per Lot owned), present at the meeting held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. However, no amendment shall have retroactive application.

4.02 Amendments. This Declaration may be amended or changed in whole or in part at any time by obtaining (i) the affirmative vote of fifty-one percent (51%) of the total votes each Owner other than Declarant having one (1) vote per Lot owned with Declarant having three (3) votes per Lot owned present at a special meeting called pursuant to Section 4.03.

4.03 Election Procedures for Amendments and Termination. The affirmative votes required under Section 4.01 or 4.02 shall be obtained and evidenced by the requisite vote by the Owners (including Declarant) present at a meeting of Owners duly called by at least ten (10) Owners or by the Declarant pursuant to notice to all of the Owners on or prior to ten (10) days before the date of the meeting at which meeting the requisite percentage of Owners, in person or by proxy, vote to so amend or terminate this Declaration (and the Covenants herein). The notice of the meeting must set forth the proposal as to amendment of this Declaration (and/or the Covenants contained herein) and such affirmative vote of the requisite percentage of Owners must be evidenced by minutes of the meeting duly certified by the Owners who called the meeting

or the Declarant. In any event, a copy of the minutes must be delivered to the Declarant. There shall be no quorum requirements for any meetings held pursuant to this Section.

4.04 Recording of Amendments. Upon the requisite percentage of Owners duly voting to amend this Declaration (and/or the Covenants contained herein) and upon the other conditions set forth in Section 4.01 and 4.02 (as the case may be) and Section 4.03 of this Article being satisfied, then this amendment shall be executed by the Declarant, placed in recordable form, and filed of record in the Official Public Records of Smith County, Texas, accompanied by a statement that the requisite percentage of Owners have voted to make Such amendment to this Declaration.

4.05 Effect. Upon the filing of an amendment in accordance with Section 4.04, this Declaration and the Covenants, as amended, shall remain in full force and effect.

ARTICLE V

RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT RESERVED AREA AND LOTS

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time while it is the Owner thereof to subdivide or resubdivide, as the case may be, and/or plat or replat, as the case may be, all or any portion of Declarant Land, the Common Areas and any Lot or Lots without the consent of any Owner.

ARTICLE VI

MISCELLANEOUS

6.01 Interpretation of the Covenants. Except for judicial Construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

6.02 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

6.03 Rule Against Perpetuities. If any interest purported to be created by this declaration is challenged under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) if applicable, those of the issue of the Declarant who are living at the time the period of perpetuities starts to run on the challenged interest.

6.04 Change of Circumstance. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstance shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

6.05 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Declarant shall have the right to adopt rules and regulations with respect to all other aspects of the Declarant's rights, activities, and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration.

6.06 Declarant's Disclaimer of Representations. Anything to the Contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the Official Public Records of Smith County, Texas, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect.

6.07 Limitation of Liability. In the absence of gross negligence or willful misconduct attributable to Declarant or its successors or assigns, neither Declarant nor its successors or assigns shall have any liability arising out of the performance or nonperformance of any of the rights and powers reserved unto Declarant, its successors or assigns pursuant to this Declaration.

6.08 Successors and Assigns of Declarant. Any reference in this Declaration to Declarant Shall include any successors or assigns of any of Declarant's rights and powers hereunder.

6.09 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

6.10 Captions and Titles. All captions, titles, or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

6.11 Notices. Any notice required or permitted to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, delivery shall be deemed to have been made twenty-four (24) hours after a copy of the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, addressed to each such person at the address given by such person to the party sending the notice or to the address of the Dwelling Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing.

6.12 Prior Recorded Instruments. This Declaration and all of the provisions hereof are expressly Subject to all prior recorded documents affecting the Property, including without limitation, the Reservation of Architectural Control as defined herein.

6.13 Enforcement of the Covenants. Notwithstanding anything to the contrary herein, in the event of any violation or attempted violation of any of the provisions hereof, including any of the Covenants, enforcement shall be authorized by any proceedings at law or in equity against

any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions.

ARTICLE VII

RESERVATION OF RIGHT TO EXPAND SUBDIVISION

These Covenants and the Walnut Hill Estates Subdivision may, at the sole discretion of the Declarant, be expanded to include additional real property and future development or subdivision of additional real property by the Declarant, or its assigns, which are contiguous with any of the real property that has been platted as part of the Walnut Hill Estates Subdivision. The Covenants shall automatically become effective against and shall run with all of the land that is described on any Plat that is a part of or a Walnut Hill Estates Subdivision, whether or not any additional documents are filed of record in the Official Public Records of Smith County, Texas. By accepting a Deed to a Lot, each Owner stipulates, acknowledges, covenants and agrees that additional real property may be made subject to this Declaration by the Declarant at the sole and exclusive discretion of the Declarant.

IN WITNESS WHEREOF, the undersigned have hereunto caused their names to be signed by the signature of their duly authorized official as of the day and year first above written.

**1215 Developments, LLC, a Texas
limited liability company**

By: [Signature]
Name: Larry Snodgrass
Title: Managing Member

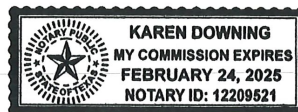
STATE OF TEXAS, COUNTY OF SMITH

This instrument was acknowledged before me on the 21 day of May, 2021, by Larry Snodgrass, the Managing Member of 1215 Development, LLC.

NOTARY PUBLIC STATE TX

Printed Name of Notary:
Karen Downing

My commission expires: February 24, 2025





VG-151-2021-202101020328

Smith County
Karen Phillips
Smith County Clerk

Document Number: 202101020328

Real Property Recordings
RESTRICTION

Recorded On: May 24, 2021 01:42 PM

Number of Pages: 9

Billable Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$54.00

***** 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: 202101020328
Receipt Number: 20210524000139
Recorded Date/Time: May 24, 2021 01:42 PM
User: Suni W



STATE OF TEXAS
Smith 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 Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX