

Sun Land

DECLARATION OF COVENANTS AND RESTRICTIONS AND/OR DEED RESTRICTIONS

Declarations and Restrictions for Sun Land. BEING A REPLAT OF PART OF LOT 113, ELDORADO RANCH ADDITION (VOL. 2, PAGE 45) OF THE PLAT RECORDS OF NAVARRO COUNTY, TEXAS A SUBDIVISION OF 100.3 ACRES SITUATED IN THE JOHN E. NITE SURVEY, ABSTRACT NO. 610, NAVARRO COUNTY, TEXAS

The following Covenants and Restrictions are in place to ensure quality of life and peaceful surroundings with a guarantee that all tracts of land are equally protected in the future.

1. The Property shall have one single-family dwelling. RV's are permitted, however an RV must be accompanied by a single family residence on the Property. One storage building or barn is permitted per lot.
2. Lots may be subdivided subject to county and state requirements.
3. All barns must be constructed of wood or baked enamel metal.
4. No homes or buildings shall be constructed in a flood plain.
5. No building or structures shall be placed on any easements.
6. All building and structures on the Property must be set back at least 30 ft. from any road or public right-of-way, or as required by the county.
7. Property owner must obtain a private sewage facility license from the Navarro County Environmental Services Department upon construction of a residential dwelling.
8. No building construction shall be allowed on the tract of land until a building permit is issued by Navarro County if required by the county.
9. Each lot must have a culvert on the Property and must be installed according to Navarro County Commissioners or Texas Department of Transportation (TXDOT) regulations as applicable.
10. All driveways on the Property must be constructed of gravel, asphalt, or concrete.
11. 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.
12. Fences must be constructed of wood, metal, other industry standard, or ranch fencing material.
13. No signs of any type shall be allowed on the Property, except real estate signs if a home is for sale.
14. 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.

15. 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.
16. 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 developer.
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. Landowners have the right to quiet enjoyment of their property.
20. 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.
21. 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.
22. The road "Sun Land Circle" is designated as a private drive. This road is the perpetual responsibility and liability of the property owners in Sun Land Addition. Each property owner is responsible for the repair and upkeep of the road. A monthly road maintenance fee will be assessed for each lot. The developer will utilize this fee to maintain the road and act as road manager until another road manager is selected by developer. The landowners of Sun Land can choose a new road manager through a majority vote.
23. Any unpaid road maintenance fees will result in a lien on the violating property, along with an additional penalty for deed restriction violation as outlined here. The developer cannot and shall not be responsible for any and all liabilities arising from said private road. Navarro County will never accept or maintain this road unless it meets the county standards in effect on the date of acceptance.
24. 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

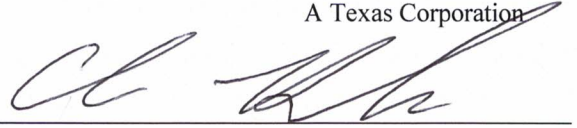
has financed the Property with the Developer, any payments will be applied first to the fee for violations before being applied to any principal or interest. Any repeated violations shall be assessed an immediate fine of \$20.00 per day until corrected without the application of any grace period. If the lien is not with the Developer, any unpaid fines will cause a lien to be placed upon the owner's property by 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 term 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 declaration, after which time they shall be renewed automatically for successive periods of ten (10) years unless changed by agreement of 51% 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 development and sales period.

ACKNOWLEDGEMENT

Executed effective as of the 3 day of July, 2024.

LAND BARON, INC
A Texas Corporation



By: Christopher Hackler, Manager

STATE OF TEXAS

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COUNTY OF ~~NAVARRO~~

Dallas SS.

This instrument was acknowledged before me on the 3rd day of July, 2024, by Christopher Hackler, the Manager of Land Baron INC., a Texas corporation, on behalf of such corporation.



Notary Public, State of Texas

[Seal]

Printed Name of Notary and Stephanie Segovia
Commission Expiration Date: 02/16/2026

