

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
BRADLEY ESTATES**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BRADLEY ESTATES (this "*Declaration*") is made as of September 15th, 2022 by DAVID AND CRISELDA BRADLEY REVOCABLE TRUST ("*Declarant*"). Declarant owns the property described on Exhibit A attached hereto and incorporated herein by reference for all purposes (the "*Property*"). Declarant and any subsequent fee simple owner of the Property is referred to as an "*Owner*". This Declaration shall establish the following restrictions and other terms and conditions regarding the ownership, use, and development of the Property.

PRELIMINARY STATEMENTS

WHEREAS, Declarant is the owner of the Property; and

WHEREAS, Declarant intends that the Property be developed and used primarily as residential property and subject to the covenants, conditions, and restrictions set forth in this Declaration.

AGREEMENT

NOW, THEREFORE, Declarant adopts, establishes and imposes the following covenants, conditions, and restrictions upon the Property and declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed, and occupied subject to all such covenants, conditions, and restrictions.

ARTICLE I

USE OF THE PROPERTY

1.01. No use shall be permitted on the Property which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the City of Mount Pleasant, Texas or other controlling public authorities. Each Owner, occupant, or other user of any portion of the Property shall at all times comply with this Declaration and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments other agencies having jurisdictional control over the Property (collectively, "*Applicable Laws*"), specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NON-COMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL.

1.02. No Owner may use any portion of the Property or develop any portion of the Property into: (i) a mobile home park or any business that meets with or sells to the public from the Property; (ii) a commercial feedlot operation; or (iii) a junk or wrecking yard, salvage, or dumping ground.

1.03. No Owner may permit any pit bulls or game cocks on any portion of the Property. Each Owner keeping an animal on its portion of the Property shall keep such animal in accordance with all Applicable Laws.

1.04. Each Owner must store any inoperable and/or unlicensed vehicles located on the Owner's portion of the Property in a building designed for storage of such vehicles. No Owner may store on its portion of the Property any item that is a legal nuisance or a hazardous substance or material, as each of those terms may defined in Applicable Laws.

1.05. No Owner may permit a mobile or manufactured home on its portion of the Property. Notwithstanding the foregoing, travel trailers and recreational vehicles used as a permanent residence are permitted on the Property provided said structures are not (i) visible to the naked eye from the boundary of such Owner's portion of the Property for more than ten (10) consecutive days per calendar year and (ii) used for more than eighteen (18) months from the commencement date of construction of a permanent residence on such Owner's portion of the Property

1.06. Each single family residential detached home or dwelling constructed on any portion of the Property and visible to the naked eye from the boundary of an Owner's portion of the Property shall contain a minimum of one thousand five hundred (1,500) square feet of air-conditioned floor area, exclusive of all porches, garages or breezeways.

1.07. All new building exteriors and other exterior improvements must be completed within nine (9) months after the date such construction commences.

1.08. An Owner may place a pre-existing Victorian-style home on the Property provided the exterior of such home is restored within one (1) year of such placement.

1.09. There shall be no interior roads on the Property. Any entrance to any portion of the Property from a public right-of-way shall be installed and maintained by the Owner of that portion of the Property and shall connect directly from either State Highway 271 or County Road 1450.

1.10. Each Owner shall grade its portion of the Property so that no storm water drainage shall flow onto other another Owner's portion of the Property. Each Owner shall be liable and responsible for the maintenance, repair and/or restoration of grading and/or drainage improvements on such Owner's portion of the Property.

1.11. All sanitation arrangements must comply with all Applicable Laws, including without limitation all Titus County and State of Texas Health Department standards.

ARTICLE II

OTHER COVENANTS, CONDITIONS AND RESTRICTIONS

2.01. Prior to installation of any residential improvements, the Owner of the applicable portion of the Property shall obtain approval of each driveway culvert by the County Commissioner. Such Owner shall install an approved driveway culvert in accordance with the policies of Titus County and all other Applicable Laws.

2.02. If any building located on the Property is damaged or destroyed by fire or other cause, the owner of such portion of the Property shall promptly cause either: (i) the repair, restoration, or rebuilding of the building so damaged or destroyed, or (ii) the razing of any such damaged building (or the razing of the damaged portion of any such damaged building), the filling of any excavation, and performance of any other work reasonably necessary to put such portion of the Property in a clean, sightly and safe condition

ARTICLE III

GENERAL PROVISIONS

3.01. The covenants and restrictions of this Declaration shall run with and bind the Property, shall be binding on all Owners and shall inure to the benefit of and be enforceable by each Owner and their successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date of the recording of this Declaration, after which time this Declaration shall automatically be extended for three (3) successive periods or ten (10) years each, unless after such fifty (50) years an instrument executed and duly acknowledged by Owners owning, in the aggregate, a majority of the total surface area of the Property (a "**Majority of Owners**") has been recorded in the Official Public Records of Titus County, Texas, abolishing this Declaration.

3.02. Except as expressly provided to the contrary in the provisions of this Declaration, no breach of the provisions of this Declaration shall entitle any Owner or any other party to cancel, rescind, limit, restrict or terminate in this Declaration any easements or other rights granted hereunder, but such limitation shall not affect, in any manner, any other rights or remedies which any Owner or other party may have hereunder by reason of any breach by another Owner of the provisions of this Declaration.

3.03. Except as otherwise expressly provided in this Declaration or as may be provided under applicable law, no other person or entity shall be a beneficiary – direct, third party or otherwise – of or have any right to enforce or consent to any amendment, modification, or termination of all or any part of this Declaration.

3.04. If, in the reasonable opinion of any owner of all or any portion of the Property, any other owner shall be in default of any term or provision hereof, then the non-defaulting owner ("**Non-Defaulting Owner**") shall give written notice (except in the event of an emergency) to the defaulting owner ("**Defaulting Owner**") specifying with particularity the nature of such default. The Defaulting Owner shall have a period of thirty (30) days after its receipt of such notice to undertake such action as shall be reasonably required to cure such default and shall thereafter continuously prosecute such curative action to completion. In the event the Defaulting Owner fails to cure such default, or to undertake and continue curative action, within such thirty (30) day period (or if in the reasonable opinion of such Non-Defaulting Owner an emergency situation exists), any of the Non-Defaulting Owners (as well as the holder of any first lien mortgage or the beneficiary of any first lien deed of trust on any Property) shall be entitled to (i) injunctive relief mandating compliance and to obtain a decree specifically enforcing the performance of such obligations, the owners hereby acknowledging and stipulating to the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, (ii) take such action as such Non-Defaulting Owner shall deem reasonable and necessary to cure or correct such default on behalf of a Defaulting Owner, and any costs incurred by the Non-Defaulting Owner shall be reimbursed promptly by the Defaulting Owner, along with an administrative fee of ten percent (10%), or (iii) seek such other relief by any and all other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of this Declaration shall be void and may be set aside of record upon the petition of the other owners of portions of the Property. Any costs and expenses incurred by any Non-Defaulting Owner in connection with any such action or proceeding, including attorneys' fees in a reasonable amount, shall be paid by the Defaulting Owner immediately upon demand therefore, and, if such expenses are not paid upon demand, if notice thereof (signed by the affected party) is recorded in the Official Public Records of Titus County, Texas, such costs or expenses shall constitute a lien (subordinate to each prior mortgage) against the Defaulting Owner's portion of the Property or interest therein, until paid.

3.05. No delay or omission of any owner in the exercise of any right accruing upon any default of any other owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any owner of a breach of, or a default in, any of the terms and conditions of this Declaration by any other owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration.

3.06. Any notice required to be given to Declarant or any other Owner pursuant to this Declaration shall be deemed to have been properly delivered when actually delivered by hand-delivery or three (3) days after any such notice has been deposited with the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, to the address of the applicable Owner.

3.07. This Declaration and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. Venue and jurisdiction shall lie in Titus County, Texas.

3.08. If any term or provision of this Declaration is invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

3.09. This Declaration may be modified or amended in whole or in part by written agreement executed and acknowledged by a Majority of Owners and filed in the Official Public Records of Titus County, Texas. Further, this Declaration may not be terminated, amended, altered or modified in any way without first obtaining the prior written consent of the holder of each mortgage which encumbers the Property of the Majority of Owners.

[SIGNATURE PAGE FOLLOWS]