

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RESTRICTIVE COVENANTS AGREEMENT

(Angelina County)

Basic Information

Date: May 30, 2024

Owner: Dennis Joe McCleskey

Owner's Mailing Address: P. O. Box 3483, Lufkin, Texas 75903

Property: The real property located in Angelina County, Texas described in the attached **Exhibit A**.

Permitted Uses: The Property may be used for residential purposes only. If a mobile or manufactured home is located on the Property, it must be a model constructed in the year 2010 or a year thereafter and it must be skirted. The Property may also include structures appurtenant to a residence like a barn or outbuilding.

Restricted Uses:

1. Any travel trailers used as a dwelling except in the event used during construction of a residence is limited to a period not to exceed one year.
2. Any illegal activity.
3. Any nuisance, noxious, or offensive activity.
4. Any dumping of rubbish.
5. Any storage of—
 - a. building materials except during the construction or renovation of a residence or permitted appurtenant structure; or
 - b. unsightly objects unless completely shielded by a structure.
6. Any commercial or professional activity except reasonable home office use.

7. The drying of clothes in a manner that is visible from any street.
8. The display of any sign except—
 - a. one not more than five square feet, advertising a tract of land within the Property for sale or advertising a garage or yard sale; and
 - b. political signage not prohibited by law.
9. Interfering with a natural drainage pattern.
10. Subdivision of any platted lot into a new lot with less than four (4) acres, except if the subdivision is by Owner.
11. Construction of more than one single-family residence per four (4) acres that comprise a platted lot. By way of example only, if a platted lot is six (6) acres two single family residences could be constructed on the platted lot. However, if a platted lot is five (5) acres only one single family residence could be constructed on the platted lot.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner.

AGREEMENTS

1. *Permitted Uses.* For the Consideration, the Property may be used only for the Permitted Uses, subject to the Restricted Uses.

2. *Restrictions on Use of Property.* No portion of the Property may be used for the Restricted Uses of the Property for the period beginning on the date of this agreement and ending on the expiration of 25 years.

3. *Amendment and Termination.* This agreement may be amended or terminated in whole or in part from time to time, and at any time, by written instrument signed by the then owners of 67 percent or more in surface area of the Property (the “parties” whether one or more) and recorded in the real property records of Angelina County, Texas.

4. *Covenants Running with the Land.* Without limiting the provisions of paragraph 3. above, the parties agree that the provisions of this agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the respective portions of the Property.

5. *Binding Effect.* This agreement binds, benefits, and may be enforced by the successors in interest to the parties.

6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules in any jurisdiction. Venue is in Angelina County.

7. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation will be entitled to recover reasonable attorney's fees and court and other costs.

8. *Severability.* If a provision in this agreement is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this agreement, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.

9. *Remedies Cumulative.* Except as otherwise provided herein, all rights, privileges, and remedies afforded the parties by this agreement will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. It is expressly understood that a recovery in damages may not be an adequate remedy for a violation of the provisions of this agreement and that the granting of equitable remedies may, and probably will, be necessary.

10. *Number and Gender.* The use of the singular will be deemed to mean the plural, the masculine to mean the feminine or neuter, and the neuter to mean the masculine or feminine when context requires.

11. *Captions.* Captions used in this agreement are for convenience only and will not be considered as a limitation on or an expansion of the terms of the agreement.

12. *Other Instruments.* The parties to this agreement covenant and agree that they will execute any further instruments and agreements necessary or convenient to carry out the purposes of this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Permitted Uses and Restricted Uses of the Property. There are no representations, agreements, warranties, or promises, and no party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

14. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

15. *No Third-Party Beneficiaries.* Nothing in this agreement, expressed or implied, is intended or may be construed to confer on any person or entity, other than the parties and their respective heirs, successors, and assigns, any right, remedy, or claim by reason of this agreement.

This agreement is intended for the sole and exclusive benefit of the parties and their respective heirs, successors, and assigns.

16. *Time.* Time is of the essence with respect to each covenant, agreement, and obligation of the parties set forth in this agreement.

17. *Counterparts.* If this agreement is executed in multiple counterparts, all counterparts taken together will constitute this agreement.

Dennis Joe McCleskey

THE STATE OF TEXAS

COUNTY OF ANGELINA

This instrument was acknowledged before me on _____, 2024 by Dennis Joe McCleskey.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Chance Law Firm, PLLC
2009 Tulane Drive
Lufkin, Texas 75901

EXHIBIT A

**SWEARINGEN FAMILY TRUST
147.18 ACRE TRACT
ISAAC CONWAY SURVEY, ABSTRACT NO. 17
POLK COUNTY, TEXAS**

BEING all of that certain tract or parcel of land lying and situated in Polk County, Texas, out of the ISAAC CONWAY SURVEY, ABSTRACT NO. 17, and being (1) a part or portion of that certain 40 acre tract described in a deed from Mrs. Allie Swearingen to T.A. Griswold et ux dated December 31, 1947 and recorded in Volume 139 on Page 519 of the Deed Records of Polk County, Texas, (2) a part or portion of that certain 15 acre tract described in a deed from Eunice Wallace et vir to T.A. Griswold et ux dated June 26, 1956 and recorded in Volume 169 on Page 430 of the Deed Records of Polk County, Texas, (3) a part or portion of that certain 26.05 acre tract described in a deed from Eunice Wallace et vir to T.A. Griswold et ux dated June 20, 1960 and recorded in Volume 186 on Page 19 of the Deed Records of Polk County, Texas, (4) a part or portion of that certain 200 acre tract described as First Tract in a deed from Eunice Wallace et vir to T.A. Griswold et ux dated September 17, 1965 and recorded in Volume 210 on Page 583 of the Deed Records of Polk County, Texas and (5) a part or portion of that certain 87 acre tract described as Second Tract in a deed from Eunice Wallace et vir to T.A. Griswold et ux dated September 17, 1965 and recorded in Volume 210 on Page 583 of the Deed Records of Polk County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to wit:

BEGINNING at the Northwest corner of the aforesaid referred to 87 acre tract and the East corner of that certain 0.214 acre tract described in a deed from Ona Mae Morrison to Chester Water Supply Corporation dated October 23, 1996 and recorded in Volume 1033 on Page 271 of the Deed Records of Polk County, Texas in the Southwest boundary line of that certain 83.992 acre tract described in a deed from Growing Concern Timber, LLC to Jerry McQueen dated December 18, 2012 and recorded in Volume 1875 on Page 819 of the Deed Records of Polk County, Texas, a concrete monument found for corner, witnessed by a 3/4" pipe bearing S 36° 27' 06" W 104.46 feet, a fence corner bearing S 35° W 43.8 feet and a 1" pipe found for the North corner of the said 0.214 acre tract and West corner of the said 83.992 acre tract bearing N 53° 45' 13" W 116.59 feet;

THENCE S 52° 59' 29" E in part with the Northeast boundary line of the said 87 acre tract, the Northeast boundary line of the aforesaid 200 acre tract and a Northeast boundary line of the aforesaid 26.05 acre tract and with the Southwest boundary line of the said 83.992 acre tract, at approximately 81 feet cross the curving centerline of Barnum Loop Road (not known if dedicated), at 2423.02 feet an interior ell corner of the said 200 acre tract and the said 26.05 acre tract and the Westernmost Southeast corner of the said 83.992 acre tract, a 1/2" pipe set for corner, witnessed by a 12" Red Oak (fence corner) bearing N 40° W 4.8 feet, a 12" Pine bearing S 61° E 9.7 feet, a fence corner bearing N 56° E 16.7 feet and a 1" pipe bearing N 53° 37' 18" W 72.10 feet;

THENCE N 36° 39' 46" E with the Northernmost Northwest boundary line of the said 200 acre tract and the said 26.05 acre tract and the Westernmost Southeast boundary line of the said 83.992 acre tract, at 434.33 feet a North corner of the said 200 acre tract and the said 26.05 acre tract and an interior ell corner of the said 83.992 acre tract, a 1/2" pipe set for corner, witnessed by an axle (bent) bearing S 03° 42' 28" E 0.96 feet, a 14" Red Oak bearing S 06° E 20.1 feet, a 12" Red Oak bearing S 66° W 10.8 feet and a fence corner bearing S 35° W 15.7 feet;

THENCE S 44° 39' 03" E with a Northeast boundary line of the said 200 acre tract and the said 26.05 acre tract and the Easternmost Southwest boundary line of said 83.992 acre tract, at 641.52 feet the Easternmost Southeast corner of said 83.992 acre tract and the Southwest corner of that certain 123.5 acre tract described in Exhibit A in an Affidavit of Heirship by Jo Ann Vanek Parrish dated July 21, 2008 and recorded in Volume 1855 on Page 727 of the Deed Records of Polk County, Texas (also see V, 109 / P. 125), a concrete monument found for corner, witnessed by a fence corner bearing N 56° W 5.7 feet, a pine knot bearing N 42° 31' 32" E 0.42 feet and a 12" Sweet Gum bearing S 71° W 22.2 feet;

THENCE S 43° 38' 59" E in part with a Northeast boundary line of the said 200 acre tract and the said 26.05 acre tract, the Northeast boundary line of the aforesaid 15 acre tract and the Northeast boundary line of the aforesaid 40 acre tract and with the Southwest boundary line of the said 123.5 acre tract, at 2358.96 feet an angle corner in the Southwest boundary line of the said 123.5 acre tract and the North corner of that certain 1.25 acre tract described as First Parcel in a deed from Glenn Darden, Trustee et al to Jack Darden Community Center dated July 10, 2006 and recorded in Document No. 2006-1518-369 of the Deed Records of Polk County, Texas, a 1" pipe found for corner; witnessed by a fence corner bearing N 37° E 29.2 feet;

THENCE two calls with the West boundary line of the said 1.25 acre tract, as follows:

- 1) S 52° 15' 07" W (called N 62° 38' E), at 63.89 feet (called 65.60 feet) a 1/2" pipe set for corner;
- 2) S 12° 44' 07" W (called N 23° 07' E), at 76.94 feet (called 79.00 feet) the North corner of that certain tract described as Second Parcel (acreage un-recited) in a deed from Glenn Darden, Trustee et al to Jack Darden Community Center dated July 10, 2006 and recorded in Document No. 2006-1518-369 of the Deed Record of Polk County, Texas, a 1.25" pipe found for corner at a fence corner;

THENCE S 45° 42' 56" W (called S 50° 00' W) with the West boundary line of the said Second Parcel, at 100.88 feet (called 103.50 feet) the West corner of the said Second Parcel in the North right-of-way line of U. S. Highway No. 287 (120 feet wide right-of-way), a 1/2" pipe set for corner, witnessed by a 1.25" iron pipe bearing S 70° 48' 16" E 284.10 feet, a right-of-way monument bearing N 69° 32' 38" W 343.79 feet, a (broken) right-of-way monument bearing S 69° 36' 46" E 656.57 feet and a 1/2" rod bearing S 69° 32' 30" E 691.26 feet;

THENCE N 69° 28' 58" W with the North right-of-way line of the said U. S. Highway No. 287, at 2041.52 feet an angle corner in the said right-of-way line (TxDOT Station 1003+00), a 1/2" pipe set for corner, witnessed by a right-of-way monument (broken) bearing S 59° 49' 06" W 156.14 feet and a right-of-way monument (leaning) bearing N 70° 05' 07" W 101.10 feet;

THENCE N 70° 00' 20" W continuing with the North right-of-way line of the said U. S. Highway No. 287, at 801.59 feet pass on line a right-of-way monument (broken), at 2401.62 feet pass on line a right-of-way monument, at 3401.30 feet an angle corner in the said right-of-way line, a 1/2" pipe set for corner, witnessed by a 1/2" pipe bearing S 68° 05' 37" W 208.68 feet, a right-of-way monument bearing S 54° 47' 15" W 175.18 feet, a concrete monument bearing S 21° 46' 32" W 119.99 feet and a right-of-way monument (broken) bearing S 70° 00' 20" E 1.74 feet;

THENCE N 43° 25' 53" W continuing with the North right-of-way line of the said U. S. Highway No. 287, at 111.77 feet an angle corner of the said right-of-way line, a 1/2" pipe set for corner;

THENCE N 77° 07' 30" W continuing with the North right-of-way line of the said U. S. Highway No. 287, at 75.04 feet intersect the West boundary line of the said 87 acre tract on the West side of Barnum Loop Road (approximately 12.8 feet (perpendicular) from center of pavement), a 1/2" pipe set for corner, witnessed by a concrete monument bearing N 74° 54' 07" W 13.81 feet and a (broken) concrete monument bearing N 77° 02' 48" W 330.97 feet;

THENCE N 37° 12' 10" E with the West boundary line of the said 87 acre tract and in part with the Southeast boundary line of that certain 10 acre tract described in a deed from Milton Donald Pate et ux to Leslie A. Crookes et ux dated August 9, 1976 and recorded in Volume 319 on Page 123 of the Deed Records of Polk County, Texas, the Southeast boundary line of that certain 62.79 acre tract described in a deed from Simon H. Morrison, Sr. et ux to Leslie A. Crookes et ux dated June 29, 1978 and recorded in Volume 347 on Page 461 of the Deed Records of Polk County, Texas, the Southeast boundary line of that certain 66.819 acre tract described as Tract Two in a deed from Emma Byrne Phillips, Independent Executrix to Byrne M. Phillips et al dated September 1, 2009 and recorded in Volume 1715 on Page 100 of the Deed Records of Polk County, Texas, the Southeast boundary line of that certain 2.5 acre tract described in a deed from Linda Lou Smith to Michael Parker et ux dated March 20, 2009 and recorded in Volume 1690 on Page 694 of the Deed Records of Polk County, Texas, the Southeast boundary line of that certain 0.057 acre tract described in a deed from S.H. Morrison et ux to Chester Water Supply Corporation dated March 22, 1973 and recorded in Volume 276 on Page 771 of the Deed Records of Polk County, Texas, the Southeast boundary line of the said 0.214 acre tract and along the West side of Barnum Loop Road, at 1860.05 feet the point and place of beginning and containing 147.18 acres of land, more or less.

Basis of Bearings: The Texas State Plane Coordinate System, Central Zone, NAD 27.

EVERETT GRIFFITH, JR. & ASSOCIATES, INC.
Engineering and Surveying

R.F. (Rick) Freeman (Signature in blue ink)
Registered Professional Land Surveyor No. 4202
Texas Surveying Firm No. 10029100
408 North Third Street
Lufkin, Texas 75901
(936) 634-5528
February 16, 2016

SEE ATTACHED PLAT

