

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
COTTON BELT CROSSING SUBDIVISION, PHASE ONE**

Basic Information

Declarant: COTTON BELT CROSSING, LLC, a Texas limited liability company

Address: 864 Cotton Belt Parkway, McGregor, Texas 76657

Property: BEING 130.133 acres in the J.B. Dorsey Survey, Abstract Number 277, McLennan County, Texas being part of a called 150 acres to Weiss Farm, LLC, recorded in Instrument Number 2010011224 Official Public Records, McLennan County, Texas, and being more particularly described on Exhibit A, attached hereto and incorporated herein. (TO BE PLATTED)

Definitions

"Applicable Law" means applicable federal, state, or local laws, statutes, regulations, ordinances, building codes, or other applicable legal requirements of governmental authorities with jurisdiction.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means COTTON BELT CROSSING LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or otherwise recorded.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Final Plat of the Property recorded under Clerk's File Number _____, Official Public Records of McLennan County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Property" means the Property identified above.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage, or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including an outbuilding, fence, wall, tennis court, swimming pool, swing set, jungle gym, playground equipment, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, ATV, UTV, boat, trailer, recreational vehicle, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

Imposition of Covenants

Declarant, as the owner of the Property, hereby declares and imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that they and the Subdivision are subject to the Covenants.

The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

Plat and Easements

The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

Subject to the Plat and Applicable Law, an Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

Neither Declarant nor any Easement holder is liable for damage to landscaping or any Structures located within an Easement.

Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

Use and Activities

Permitted Use. A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

Prohibited Activities. Prohibited activities are:

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping or burning of rubbish (all rubbish and waste shall be placed and kept in suitable closed containers, and the Lot shall be kept in a clean and sanitary condition);
- e. any storage of —
 building materials except during the construction or renovation of a Residence or a Structure;
 Vehicles, except Vehicles in a garage or Structure or operable automobiles (not to exceed three automobiles) on a driveway;
 unsightly objects, equipment, or machinery, unless completely shielded by a Structure; or
 garbage containers visible from the street (except placement of garbage containers on or near the curb on designated garbage collection days only);
- f. any dismantling or assembling of Vehicles in any front yard, driveway, or within view of any adjacent street;
- g. parking, or permitting to be parked, any trucks larger than a one-ton, recreational vehicle, camper, trailer, boat, or any other Vehicle (excluding passenger automobiles) in front of any Residence for a period in excess of twenty-four (24) consecutive hours unless not visible from any street;
- h. any exploration for or extraction of minerals;
- i. any keeping, raising, or breeding of animals, livestock or poultry, except for common domesticated household pets, such as dogs (except for any of the species and/or subspecies of “Pit bull” dogs, including the American Pit Bull Terrier, American Staffordshire Terrier, American Bully, Staffordshire Bull Terrier, the American Bulldog, or any crossbred dog that shares physical characteristics with these breeds) and cats and up to three chickens (no roosters), subject to Applicable Law, and confined to a fenced yard or within the Residence; and provided that such domesticated household pets are not kept, raised, or bred for commercial purposes and provided they are not of such nature or number as to be judged a public nuisance or menace;

- j. any commercial or professional activity except reasonable home office use;
- k. the renting of a portion (only) of a Residence or Structure for a period of less than one year;
- l. the display of any sign except-
 - one sign of not more than five square feet, advertising the Lot for sale or rent, or advertising a garage or yard sale;
 - political signage not prohibited by Applicable Law; and
 - signs used by Declarant or builders to advertise the Property during the development, construction, and sales period thereof, as approved by Declarant.
- m. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
moving a previously constructed house or building onto a Lot;
interfering with a drainage pattern or the natural flow of surface water;
- n. hunting or shooting firearms; and
- o. occupying, temporarily or permanently, a Structure that does not comply with the construction standards of a Residence (however, this shall not prevent Declarant, its representatives, agents, or contractors from erecting a temporary field office for use as an office only for a reasonable period of time for development of the Subdivision, or additional phases thereof, and the sale of Lots) or a shack, tent, mobile home, or Vehicle on the Lot.

B. Construction and Maintenance Standards

- 1. *Lots*
 - a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence, subject to Applicable Law (including, without limitation, any local ordinances requiring replating of the Lots).
 - b. *Subdivision Prohibited.* No Lot may be further subdivided, subject to Declarant's reserved rights herein.
 - c. *Easements.* No additional easements on a Lot may be granted without Declarant's written approval.
 - d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. Each Owner must keep grass, weeds, and vegetation mowed at regular intervals. And landscaping trees, shrubs, or plants

that die shall be replaced within 90 days.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences, Structures, and landscaping must be aesthetically compatible with the Subdivision.
- b. *Maximum Height.* The maximum height of a Residence is two (2) stories. Structures may not exceed the height of the Residence on the same Lot, unless approved in writing by the Architectural Control Committee.
- c. *Required Area.* The total living area of a Residence must contain a minimum of two thousand two hundred square feet (2,200 ft.²), exclusive of porches, garages, carports, terraces, breezeways, and unfinished rooms.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line, unless otherwise approved in writing by the Architectural Control Committee. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must be located behind the fence and approved by the ACC.
- e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure. The doors of any garage shall not front a street but shall open from the rear or side of the Residence on all Lots, except where otherwise approved in writing by the Architectural Control Committee. The garage doors of one Residence will not open or face the garage doors of another Residence on an adjacent Lot, and no driveway on one Lot shall abut or be located adjacent to the driveway on another Lot, unless otherwise approved in writing by the Architectural Control Committee. No garage may be enclosed or otherwise converted to create additional living space within a Residence, and no garage may be used as dwelling space or quarters unless a replacement detached garage is constructed elsewhere upon the lot in accordance with plans approved in writing by the Architectural Control Committee.
- f. Outbuildings must be same color and construction style as the Residence appurtenant thereto unless otherwise approved by the Architectural Control Committee.
- g. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within one hundred eighty (180) days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent

that repairs are not practicable must be demolished and removed within sixty (60) days and the Lot restored to a clean and attractive condition.

- h. *Fences, Walls, and Hedges.* No Fence, Walls, or Hedge may be located between front or side of the Residence and any street, unless otherwise approved in writing by the Architectural Control committee. Fences must be constructed of 6 foot cedar pickets, and no fence posts may be visible from the public right-of-way.
- i. *Antennae.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any Lot, unless otherwise approved in writing by the Architectural Control Committee. No radio operator antennae or aerials will be allowed; only those typically used
for residential radio and television reception are allowed.
- 1. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed or maintained on any Lot.
- j. *Sidewalks.* When the Residence is constructed, the Lot must be improved with concrete sidewalks connecting with the sidewalks on adjacent Lots. Sidewalks must be five (5) feet in width and must comply with all applicable
local ordinances and other governmental requirements. All sidewalks must be concrete, plain gray in color, and have medium broom finish.
- k. *Landscaping.* Landscaping must be installed within thirty (30) days after occupancy of any Residence. A minimum of two (2) trees which measure at least three inches (3") caliper measured twenty-four inches (24") above ground and at least six feet (6') in height must be planted in the front yard of each Lot. Each Lot shall be completely sodded, front and back, with Zoysia, St. Augustine, Common Bermuda, or other grass variety approved in writing by the Architectural Control Committee. Seeding, hydro-mulching, and/or sprigging are prohibited.
- l. *Irrigation.* All landscaping must be irrigated by an automatic
Irrigation system, with in-ground lines and pop-up heads. All pressure mains should be Schedule 40 PVC with slip joint connections, or suitable equivalent.
- m. *Swimming Pools.* Above-ground swimming pools are prohibited within the Subdivision; all swimming pools shall be permanent in-ground Structures.
- n. *Propane Tanks.* No propane tank shall be visible from the public

right-of-way.

- o. *Mailboxes.* Community or cluster mailbox stations for the delivery and receipt of mail for the residents of the Subdivision shall be placed in designated locations approved by the United States Postal Service and the Architectural Control Committee. No other mail receptacle shall be located on any Lot.
- p. *Lighting.* Except for traditional holiday decorative lights, which may be displayed for two (2) months before and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved by the Architectural Control Committee.
- q. *Compliance with Applicable Law.* No Residence or Structure shall be erected or situated on any Lot except in compliance with all Applicable Laws, including, without limitation, all applicable building codes and zoning
- r. *Construction Completion.* Exterior and interior construction of all Residences and Structures must be completed within twelve (12) months after the date of written approval of plans by the Architectural Control Committee, unless a written extension is granted by the Committee.

3. *Building Materials for Residences and Structures*

- a. *Roofs.* Only a minimum 30-year warranty, composition shingled roofs may be used on Residences and Structures, unless otherwise approved in writing by the Architectural Control Committee. Metal roofs are allowed subject to approval of the color and design by the ACC. All roof stacks must be painted to match the roof color. Shingle color is subject to approval of the ACC. The front elevation roof pitch of any structure shall be a minimum of eight feet (8') by twelve feet (12') (8:12), and the side or rear elevation roof pitch of any structure shall be a minimum of six feet (6') by twelve feet (12') (6:12), unless otherwise approved in writing by the ACC.
- b. *Chimneys.* The style and material of any chimney must be appropriate for the style of the living unit and subject to approval of ACC.
- c. *Basketball goals.* Permanent and portable. Permanent basketball goals are allowed, but the location and design must be approved by the ACC prior to installation. The permanent basketball goal must be properly maintained and painted, with

nets kept in good repair. Portable goals may be used, but they must be stored in an enclosed structure or always screened from view when not in use.

- d. *Air Conditioning.* Window air conditioners may not be used in a Residence. Air conditioning compressor units shall be located or screened so as not to be visible from the street, unless otherwise approved in writing by the Architectural Control Committee.
 - c. *Exterior Walls.* The exterior walls (excluding windows, doors, and other building openings) of all Residences shall consist of not less than seventy-five percent (75%) masonry construction, unless otherwise approved in writing by the Architectural Control Committee. As used herein, "masonry construction" includes, without limitation, stone, brick, Hardie board siding, and similar masonry products.
 - d. *Driveways.* All driveways from the street to the garage, either attached or detached, shall be constructed of concrete with washed aggregate finish, or other materials as approved by the Architectural shall be constructed of concrete with washed aggregate finish.
4. *Architectural Control Committee.* Declarant shall designate and appoint an initial Architectural Control Committee consisting of two (2) persons, which Committee shall serve at the pleasure of the Declarant. Declarant hereby designates Rell Salome and David Ferguson as the initial Architectural Control Committee. No Residence or Structure shall be erected, placed, or materially altered on any Lot until the construction plans and specifications, and a plan showing the location of the Residence or Structure on the Lot, have been approved by the Architectural Control Committee. The Architectural Control Committee shall be the sole authority for determining whether the external design of proposed Residences or Structures are in harmony with existing Residences and Structures and the overall plan of development of the Subdivision. The Committee's objective is to prevent unusual, uncommon, radical, extraordinary, bizarre, peculiar, irregular, unsightly, or unaesthetic designs or appearances from being built within the Subdivision, and to the extent possible, insure the harmonious development of the Subdivision. Without limitation of the powers herein granted, the Committee will have the right to specify requirements for each Lot as follows: minimum-setbacks;

the location, height, and extent of fences, walls, or other screening devices; and the orientation of Residences and Structures with respect to garage access and major entry and frontage. The Committee also will have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole and final discretion of the Committee, with the design or overall character and aesthetics of the Property. In the event of the death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Declarant can remove one or both members of the Committee and name replacements. Neither the members of the Committee nor their successors shall be entitled to any compensation for services performed. The Committee's approval or disapproval as required in this Declaration shall be in writing or endorsed on the plans. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications within a period of thirty (30) days following such submission, or, in any event, if a lawsuit to enjoin the construction of such improvements has not been commenced prior to the completion of such improvements, then approval by the Committee shall not be required under this Section, and full compliance with this Section shall be deemed to have been met.

C. Declarant's Development Rights.

Notwithstanding anything herein to the contrary, Declarant reserves the following rights in connection with the development of the Subdivision and any additional phases thereof:

1. Declarant shall have the right to develop the Property in accordance with the Plat of the Property and applicable governmental requirements, including the right, without limitation, to excavate, grade, and construct streets, utilities, drainage, detention, and water quality facilities and other facilities or improvements required for the development of the Subdivision. Declarant may re-subdivide or replat any Lots owned by Declarant.

2. Declarant may unilaterally amend this Declaration as provided below.

3. Declarant may subject additional property to this Declaration by recording a written instrument signed by Declarant that imposes this Declaration and the Covenants on that property. Alternatively, Declarant may record a unique, separate declaration for each phase of the Subdivision.

4. During development, Declarant, its representatives, employees, contractors, and lessees may continue to use the Property, and any adjoining property owned by Declarant, for agricultural purposes or other similar or existing uses.

5. Declarant reserves the right to develop property owned by Declarant, now or hereafter, located outside of the Subdivision (including, without limitation, properties located on Wildflower or Cotton Belt Parkway) for commercial purposes.

6. Declarant reserves the right to make changes in and additions to the Easements on or with respect to any of the Property owned by Declarant for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person, to grant, dedicate, reserve, or otherwise create, at any time, or from time to time, easements for public utility purposes (including without limitation, gas, water, electricity, telephone, and drainage) in favor of any person on any portion of the Property owned by Declarant.

D. General Provisions

1. *Term.* This Declaration runs with the land and is binding for a term of thirty (30) years after the Effective Date of this Declaration. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless, within six (6) months before the end of a term, an instrument agreeing not to extend the term is signed by the Owners of at least sixty-seven percent (67%) of the Lots and recorded in the Official Public Records of McLennan County, Texas.

2. *Enforcement and Nonwaiver.* Declarant and any Owner (at her own expense) shall have the right to enforce the Covenants. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any Covenants. The prevailing party in any action to enforce these Covenants shall be entitled to recover reasonable attorney's fees and expenses. Failure to enforce any provision of this Declaration, at any time, shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

3. *Amendment.*

a. *By Declarant.* Declarant may unilaterally amend or waive any of these restrictions at any time, whether such amendment or waiver is applicable to one or more lots, by writing recorded in the Official Public Records of McLennan County, Texas. No amendment of these restrictions as provided herein shall invalidate any of the other restrictions contained herein.

b. *By Owners.* This Declaration may be amended at any time by the approval of the Owners of at least sixty-seven percent (67%) of the Lots in a written instrument recorded in the Official Public Records of McLennan County, Texas; provided, however, that any such amendment that purports to amend any rights reserved by Declarant in this Declaration must be approved by Declarant in writing.

4. *Assignment by Declarant.* Notwithstanding any provision in this Declaration to the contrary, Declarant may, in writing filed of record referring to this Declaration by county clerk's instrument number, expressly assign, in whole or in part, any of Declarant's privileges, exemptions, rights, and duties under this Declaration to any other person or entity, and may permit the participation, in whole or in part, by any other person or entity

of any of its privileges, exemptions, rights, and duties hereunder. Upon assignment by Declarant of any or all of Declarant's rights, the Declarant shall no longer be liable for performance of such assigned rights, provided that the assignee expressly assumes in the recorded assignment the obligations of Declarant that are assigned.

5. *Severability.* If a provision of this Declaration 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 Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

Dated: _____, 2026

COTTON BELT CROSSING, LLC, a Texas
limited liability company

By: THOMAS G SALOME, IV, Member

THE STATE OF TEXAS
COUNTY OF McLENNAN

This instrument was acknowledged before me on _____, 2026 by THOMAS G SALOME, IV as Member of COTTON BELT CROSSING, LLC, a Texas limited liability company, on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS

After recording, return to:
Cotton Belt Crossing, LLC
864 Cotton Belt Parkway
McGregor, Texas 76657

Exhibit A

148133. NOTES for 130.133 acres "TRACT ONE" in the J.B. Dorsey Survey, Abstract Number 277, McLennan County, Texas. This tract is part of a called 150 acres to Wells Farm, L.L.C., recorded in Instrument Number 2010011224, Official Public Records, McLennan County, Texas. This description is null and void without the seal and signature of Mike W. Kriegel, R.P.L.S. 4330:

BEGINNING at a set 1/2" iron rod with cap stamped "M&A" in the south line of the 150 acres tract and in the west right-of-way line of FM 2188, also known as Cotton Bell Parkway, being the northeast corner of a 16.99 acres tract to Jose and Raquel De Herrera, recorded in Instrument Number 2016030290, Official Public Records, McLennan County, Texas, for the southeast corner of this tract.

THENCE S. 57° 30' 10" W., 1909.75 feet with the south line of the 150 acres tract (*Deed S. 60° 17', 814-3/5 yards*) and with the north line of the 16.99 acres tract to a found 1/2" iron rod in the east line of a called 204.5 acres tract to Norma Lee Astby, recorded in Instrument Number 2011033499, Official Public Records, McLennan County, Texas, being the southwest corner of the 150 acres tract and being the northwest corner of the 16.99 acres tract, for the southwest corner of this tract.

THENCE N. 32° 29' 40" W., 2253.73 feet with the west line of the 150 acres tract (*Deed N. 30° 17', 814-3/5 yards, no reference to Wildflower Road in 150 acres description*) and with the east line of the 204.5 acres tract to a set 1/2" iron rod with cap stamped "M&A" in the south right of way line of Wildflower Road, for the northwest corner of this tract, from which a found 1/2" iron rod with cap stamped "M&A" bears N. 07°00'29" E., 59.93 feet, being in north right-of-way line of said Wildflower Road.

THENCE N. 58° 01' 28" E., 1146.84 feet, (*Deed Bearing N. 60° E., no reference to Wildflower Road in 150 acres description*) with the south right of way line of Wildflower Road to a set 1/2" iron rod with cap stamped "M&A" for westerly most northeast corner of this tract.

THENCE S. 32° 34' 15" E., 286.48 feet to a set 1/2" iron rod with cap stamped "M&A" for a corner of this tract.

THENCE N. 70° 50' 24" E., 1821.41 feet to a set 1/2" iron rod with cap stamped "M&A" in the west right of way line of FM 2188 for the easterly most northeast corner of this tract.

THENCE S. 31°05'44" E., 1536.59 feet with the west right of way line of FM 2188 per Texas Department of Transportation right of way map (*Deed S. 30° E., 814-3/5 yards, no refence to FM 2188 in 150 acres description*) to the POINT OF BEGINNING containing 130.133 acres.