

RESTRICTIVE COVENANT FOR SHALOM ESTATES PROPERTY OWNERS ASSOCIATION

This **Restrictive Covenant** (the "Covenant") is made on February 6, 2026 by **RDG Rentals, LLC** (the "Developer") for the benefit of all property owners in Shalom Estates, a rural subdivision located in Andrews County, Texas.

RECITALS

WHEREAS, Developer desires to establish certain covenants, conditions and restrictions for the orderly development, use, and maintenance of the Shalom Estates, and

WHEREAS, it is the intention of the Developer to ensure that the subdivision will be maintained in a manner that preserves its value and appeal for the benefit of all property owners within the subdivision.

NOW, THEREFORE, the Developer hereby imposes the following restrictive covenants on all property within the boundaries of the Shalom Estates subdivision, which shall be binding upon all present and future owners, their heirs, successors, and assigns.

RESTRICTIONS ARE ENFORCABLE BY THE DEVELOPER IN THE ABSENCE OF A DULY FORMED PROPERTY OWNERS ASSOCIATION.

1. Use of Property

- 1.1 Residential Use: All lots 4-19, 21-33, 36-41, and 43-46 of the Shalom Estates subdivision shall be used exclusively for residential purposes. No business or commercial activities shall be conducted on any of these lots, except as may be expressly permitted by the Association in writing. The term "business" as used herein includes any occupation, profession, or trade that involves the sale of goods or services on the property.
- 1.2 Commercial Use: All lots 1-3, 20, 34-35, 42, and 47 of the Shalom Estates may be used for either residential or commercial purposes.
- 1.3 Temporary Structures: No structure of a temporary character, such as a mobile home, trailer, shack, or tent, shall be placed or occupied on any lot. This restriction does not apply to construction trailers or similar structures during the period of construction of a permitted dwelling.
- 1.4 Subdividing: No lot shall be subdivided any further unless approved by the developer prior to the formation of the POA, or the POA once established.
- 1.5 Mobile Homes: No mobile homes are permitted in the subdivision. Buyer may live in an RV during home construction for up to one year. Construction progress must be visible. Owner is accountable for production at a reasonable rate. RV must have access to sewer (no dumping).

2. Building and Construction

- 2.1 Minimum Square Footage: The minimum floor area for any residential dwelling shall be 1,500 square feet of living space, exclusive of porches, garages, or other accessory buildings.

- 2.2 **Building Materials:** All dwellings must be constructed using materials that are compatible with the rural aesthetic of the subdivision. Specifically, the exterior of any dwelling shall be constructed of approved materials [e.g., Metal, brick, wood, stone] and the roof shall be made of approved roofing materials.
- 2.3 **Approval of Plans:** Prior to the commencement of any construction, remodeling, or major improvement, the property owner shall submit detailed plans to the developer, or the Property Owners Association if created, for approval. The developer or the Association shall have the right to approve or disapprove the plans based on compliance with these covenants.
- 2.4 **Setback Requirements:** All structures must comply with the following minimum setbacks from property lines: Front yard - 50 feet; Side yard - 20 feet; Rear yard - 5 feet.

3. Maintenance and Aesthetics

- 3.1 **Lot Maintenance:** All property owners shall maintain their lots and abutting rights-of-way in a neat, clean, and orderly condition. This includes regularly mowing grass and weeds ensuring there is no growth more than 12 inches in height, removing weeds and brush, and keeping yards free of trash and debris.
- 3.2 **Fencing:** Fences shall not be taller than 7 feet in height or 4 feet in height in the front setback. Fences may be constructed on any lot, provided that they are of a type and style approved by the Property Owners Association and are maintained in good condition.
- 3.3 **Nuisances:** No activity, structure, or use shall be allowed that creates a nuisance, interferes with the enjoyment of other lots, or detracts from the appearance or safety of the subdivision. This includes, but is not limited to, loud noise, offensive odors, or excessive dust.

4. Animals and Livestock

- 4.1 **Domestic Animals:** Pets are permitted, but owners must ensure that pets are confined to the property and do not become a nuisance to neighboring properties. All pets must be kept on a leash when off the owner's property.
- 4.2 **Livestock:** Livestock (including cattle, horses, and other grazing animals) may be kept on any lot, provided that such animals are confined in a manner that does not create a nuisance to other property owners and are maintained in accordance with applicable laws and health regulations.

5. Signs and Advertising

- 5.1 **Signs:** No sign of any kind shall be placed on any lot, except for one (1) sign for the sale or lease of the property, and except for signs that may be required by law.

6. Easements and Right-of-Ways

- 6.1 **Maintenance of Easements and Right-of-ways:** The property owners association, once formed, shall be responsible for maintenance of easements and right-of-ways. In the absence of a formed property owners association, each owner, by the acceptance of a deed or other conveyance to any parcel of land in the Subdivision, agrees to maintain and repair any easements and right-of-ways that

is adjacent to their property. Such maintenance and repair responsibilities shall extend from the boundary of the Owner's property to the centerline of any easements and right-of-ways. The Owner shall maintain the easements and right-of-ways in a clean, safe, and unobstructed condition, and shall ensure that the easements and right-of-ways remains passable and free of overgrowth, debris, or any other obstructions. The responsibility of maintenance includes but is not limited to the cutting of vegetation, removal of trash, repair of any road surfaces or drainage features, and any other tasks necessary to keep the easements and right-of-ways in good condition.

- 6.2 Utilities in Easements and Right-of-ways: Public utilities shall have the right to use the unimproved shoulders, of the easements and right-of-ways to service any person living within the property owner's association. All valid utility companies desiring to use the easements and right-of-ways shall not restrict any person from entering or exiting their property. No homeowner may restrict a valid utility provider from accessing the easement. During any action done by a utility company or contractor thereof the utility company shall be responsible for any property damages and for repair of the soil and ground to its original or improved condition.
- 6.3 Duration of Maintenance Obligation: The obligation to maintain the easements and right-of-ways as described in this Covenant shall continue in perpetuity, and shall run with the land, binding upon the Property Owners Association once established or the Owner and their successors, heirs, and assigns. Each Owner shall be responsible for maintaining their portion of the easements and right-of-ways for as long as the easements and right-of-ways exists.
- 6.4 Enforcement: If any Owner fails or neglects to maintain their portion of an easements and right-of-ways in accordance with this Covenant, the Property Owners Association (the "Association") may, after providing the Owner with written notice and a reasonable opportunity to cure the failure, take action to maintain the easements and right-of-ways. Any costs incurred by the Association in maintaining or repairing such easements or right-of-ways shall be billed to the Owner and may be collected as an assessment in accordance with the rules of the Association.

7. Prohibited Activities

- 7.1 Junk and Vehicles: No abandoned, wrecked, or inoperable vehicles shall be stored or left on any lot, nor shall junk, refuse, or trash be allowed to accumulate.
- 7.2 Mining, Excavation, and Dumping: No mining, excavation, or dumping of any kind shall be conducted on any lot without the prior written approval of the Association.

8. Formation of a Property Owners Association (POA)

- 8.1 Creation of the Association: A Property Owners Association (POA) may be created when the majority (50%) of the cumulative property owners are in agreement, and shall only be dissolved if a super majority (75%) of the cumulative property owners are in agreement. The property owners association once created for the subdivision, shall be a nonprofit corporation, limited liability company, or other legal entity organized and governed under the laws of the state of Texas.
- 8.2 Membership: Membership in the POA shall be mandatory for all property owners within the subdivision, and each owner shall automatically become a member of the POA upon purchasing a property in the subdivision.

- 8.3 Voting Rights: Each property shall be represented by an owner having one vote in the POA, with voting rights based on the number of lots owned. In the event of joint ownership, the votes for the property shall be exercised by agreement of the owners.

9. POA Powers and Responsibilities

- 9.1 Maintenance and Beautification: The POA shall have the power to collect dues, fees, and assessments from members to fund the maintenance, improvement, and beautification of streets, and any other facilities within the subdivision, including, but not limited to, landscaping, lighting, or signage.
- 9.2 Covenant Enforcement: The POA shall have the authority to enforce the provisions of this restrictive covenant, including taking legal action against property owners who fail to comply with the restrictions, covenants, and rules set forth in this document.
- 9.3 Regulation of Activities: The POA shall be empowered to adopt and enforce reasonable rules and regulations concerning the use of properties within the subdivision, provided such rules do not conflict with the rights of property owners under applicable law.

10. Assessments and Fees

- 10.1 Assessment Authority: The POA shall have the authority to levy annual, special, or emergency assessments against property owners to fund the operation of the association and the maintenance of common areas.
- 10.2 Obligation to Pay: Each property owner shall be responsible for paying their share of assessments, fees, and dues as determined by the POA. Failure to pay such assessments may result in a lien being placed on the property in accordance with applicable state laws.

11. Common Areas

- 11.1 Ownership and Maintenance: The POA shall own and maintain any right-of-ways depicted on the plat, common areas, parks, recreational facilities, or open spaces designated by the Developer/Grantor within the subdivision, or created by the POA.
- 11.2 Transfer of Common Areas: The Developer/Grantor hereby transfers ownership of common areas and easements to the POA, subject to the terms of this covenant.

12. General Provisions

- 12.1 Duration: The covenants set forth herein shall run with the land and be binding upon all property owners in the subdivision, their heirs, successors, and assigns, perpetual with the land.
- 12.2 Severability: If any provision of this covenant is deemed invalid or unenforceable by a court of law, the remaining provisions shall remain in full force and effect.
- 12.3 Enforcement: The Developer in the absence of a Property Owners Association shall have the right to enforce these covenants by legal means, including, but not limited to, injunctive relief and fines. The cost of enforcement shall be borne by the property owner in violation.

12.4 Amendments: These covenants may be amended by the Property Owners Association, provided that such amendments are approved by a vote of two-thirds (2/3) of the property owners in the subdivision and that written notice is given to all property owners at least (30) days before the vote. Any amendment to this covenant shall be recorded with the Andrews County Clerk's office to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this Restrictive Covenant Agreement as of the day and year first written above.

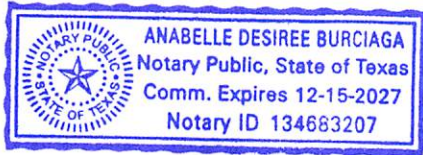
GRANTOR ACKNOWLEDGEMENT:

Signature: Rebecka Griffin
Name: Rebecka Griffin, Manager, RDG Rentals, LLC

STATE OF TEXAS §

COUNTY OF ANDREWS §

This instrument was acknowledged before me on this 6th day of February, 20 26, by Rebecka Griffin, Manager of RDG Rentals, LLC.



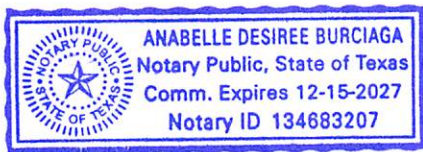
Anabelle Burciaga
Notary Public, State of Texas

Signature: Gregory Griffin
Name: Gregory Griffin, Manager, RDG Rentals, LLC

STATE OF TEXAS §

COUNTY OF ANDREWS §

This instrument was acknowledged before me on this 6th day of February, 20 26, by Gregory Griffin, Manager of RDG Rentals, LLC.



Anabelle Burciaga
Notary Public, State of Texas