



Receipt Number: R0002644

Cashier Name: Maggie Ingram

Terminal Number: 4

Receipt Date: 3/19/2026 9:56:16 AM

Trans Code: ENVIRONMENTAL - ENVIRONMENTAL Name: Subdivision \$1,175.00

Product: ENVIRONMENTAL Units: 0.00 Amount: 1175.00

Subdivision 1175.00

Subdivision 1175.00

002-0000-40205 -1175.00

Total Balance Due: \$1,175.00

Payment Method: CHECK Payor: Subdivision Reference: 1032

Amount: \$1,175.00

Total Payment Received: \$1,175.00

Change: \$0.00

Restrictive Covenants of SixPoint

Covenants Restricting Land Use within SixPoint Subdivision A Residential Subdivision located on County Road 1470 Point, Rains County, Texas

Declaration of Covenants, Conditions and Restrictions

Restriction of Property by Owner

SixPoint Holdings, LLC, developer, hereafter known as (“Developer”) and owner of all the land lying within SixPoint Subdivision, according to the description of that property herein after set forth, which property is further identified by Exhibit “A”, attached, and which hereafter shall be known as Tawakoni Ranch, (“Subdivision”) does hereby approve and adopt the following restrictions on the use of the property which is identified as SixPoint, which restrictions shall be covenants to run with the land (“Property”) and shall be binding on all parties, their heirs, successors and assigns, now or hereafter owning or using Lots in the Subdivision may enforce these restrictions, at law or in equity, against any person or persons violating or attempting to violate any such covenant or restriction. Where used throughout in these restrictions, the term “Lot,” or “Lots” means and refers to those Tracts depicted according to the Plat.

Enforcement of Restrictions

These covenants are for the benefit of the owner and for the use and benefit of all subsequent owners of any Lot within the Subdivision, their heirs, successors, and assigns. The Property shall be held, used, sold and conveyed subject to these covenants, restrictions, and conditions. These covenants, conditions and restrictions are for the purpose of protecting and preserving the value and desirability of the Property. If the owner or owners of any Lot within the Subdivision shall violate or attempt to violate any of the covenants herein it shall be lawful for the owners of any Lot situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or restriction and either prevent him or them from doing so or to recover damages or such omission, commission or violation, including all rights of such party in enforcing a violation of these covenants as provided by 5.006 of the Texas Property Code effective January 1, 1984 or as thereafter amended. Failure to enforce any covenant, condition or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any proceeding shall be entitled to recover costs and attorney fees from the other party(s).

GENERAL RESTRICTIVE COVENANTS

1 Building Lines

Primary residential structures must be positioned a minimum of 75' from the front building line, excluding 30' access portion of property, if any. In special circumstances variances may be granted by the Developer or HOA, if such exists.

The side and back boundary setback line for each lot shall be 15 feet. No residence, detached garage, or other permitted detached auxiliary or out-building may be located inside of setback lines. If the residence is built on more than one lot, the setback lines will be the same as if the multiple lots were one.

For purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

2 Hazardous Materials

No vehicle which normally transports flammatory or explosive cargo may be kept, on or near, any tract at any time. Nor shall storage of any hazardous or dangerous material be allowed on any tract. No toxic, dangerous chemicals or other dangerous or hazardous materials or compounds may be stored, used or maintained, on the premises.

3 Utility Easements

All lots, whether single or multiple lots joined as one, have a 15' utility easement on sides and back boundary of a tract/s.

4 Animals

Animals are welcome on the Property and may be kept for companionship or enjoyment. Owners are expected to care for their animals in a **clean, sanitary, and considerate manner**.

Animals should be managed in a way that does not create ongoing issues for others, including strong odors, excessive noise, accumulation of waste, or unsanitary conditions.

5 Garbage and Refuse Disposal

No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary manner. Accumulation or storing of debris, junk, nonfunctioning motor vehicles, old semi-trailers, tires, shipping containers, etc. and accumulation of unsightly material or unsightly objects is prohibited. Owners and occupants shall arrange for regular disposal of garbage and refuse. Materials incidental to construction of improvements may be stored during construction.

6 Noxious or Offensive Activity

No noxious, offensive or illegal activity shall be permitted or conducted upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors.

7 Temporary Buildings Prohibited

No travel trailer, tent, or shack, shall ever be erected or placed on any tract and shall never be used as a residence temporarily or permanently except for the following:

(a) Motor Home or Travel Trailer Prior to Commencement of Construction of Residence

A motor home or travel trailer lawfully licensed and having visible evidence of current license such as vehicle or trailer registration plate and having self-contained sleeping, eating, and restroom facilities may be placed on a tract for use as a temporary residence prior to the construction of the owners residence for a period not to exceed five (5) days in any calendar month and not exceed thirty (30) days in any calendar year

(b) Motor Home or Travel Trailer During Construction of Residence

A motor home or travel trailer lawfully licensed and having visible evidence of current license such as vehicle registration or license plate and having self-contained sleeping, eating, and restroom facilities may be placed on an owner's tract for use as a temporary residence during construction of the owner's residence for a period not to exceed the completion time provided for in Paragraph 28 of this document. Upon completion of the residence, no motor home or travel trailer may be used for habitation by any person.

(c) Storage of Motor Home, Travel Trailer, or Camper after Completion of Residence. After construction and completion of the residence, a lawfully licensed, equipped and registered motor home, travel trailer, or camper trailer may be stored on the owner's tract by the owner provided it is not used permanently as a residence and is always capable of immediate travel and movement on the public roadways of the State of Texas. After completion of the residence, storage of a motor home, travel trailer, or camper shall be behind the front building line as described in Paragraph 1 of these restrictions.

7 Amendment of these covenants

These restrictions may be amended, modified, and changed by the formal consent and approval in writing by not less than 72% of the lot owners, according to the identity of the lot owners as reflected in the Real Property Records in Van Zandt, Texas, on the basis of one vote allowed for each lot in the subdivision (notwithstanding the lot may be jointly owned) and any changes to these restrictions shall be binding on the whole of the property, subdivision, and lot owners, and shall apply to any buildings and structures not commenced at the time as such amendment. An amendment, modification, or change in these restrictions shall be evidenced by an instrument of recordable form filed in the Real Property Records of Van Zandt County, Texas showing the identity of all owners of lots in the subdivision and signed by lot owners constituting 72% or more of the lots in the subdivision approving an amendment. More than one (1) amendment, modification, or change may be embodied in an amending instrument. The recorded instrument amending these restrictions shall:

- (i)** state clearly and unambiguously what part (or parts) of these restrictions are amended,
- (ii)** state clearly and unambiguously the amending and modifying terms,
- (iii)** set forth the name, last known mailing address, and lot number of every lot owner and,
- (iv)** set forth the name, mailing address, and lot number and acknowledged signature of each lot owner constituting the 72% or more who support the amendment, modification and change to these covenants. Only one name and address per lot is required for jointly owned lots and only one acknowledged signature approving, and amendment instrument shall be required for those lots identified as jointly owned. The restriction, as amended and modified, shall become effective 30 days after the amending and modifying instrument is filed of record in the Real Property Records of Van Zandt County, Texas.

8 Duration

All restrictions, reservations, easements and covenants contained in this instrument shall be binding on the property and upon the purchaser of any lot and his successors, heirs, and assigns for 25 years from the date of their filing of record in Rains County, Texas, at which time the provisions, restrictions, and covenants of this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument is executed by the owners of the majority of the lots in the subdivision changing in whole or in part the said provisions of this instrument. The restrictions, reservations, easements, and covenants contained in this instrument are for the benefit of the entire subdivision and may be enforced by any property owner in the subdivision or by the Homeowner's Association to any available action in law or equity.

9 Enforcement of Restrictions.

It is expressly provided herein that each lot in the subdivision is burdened with the following provision concerning enforcement of the restrictions and obligations of lot owners contained in this instrument. In the event any owner or occupant of any lot in this subdivision shall violate any of the restrictions or neglect to perform any of his obligations herein contained, any lot owner or the owner/developer even though the owner/developer may not then own a lot in the subdivision may cause such a violation to be remedied and the cost of such remedial action shall be chargeable against the owner of the offending lot and a lien against said lot is hereby expressly created to secure payment to party named above making the expenditure, to bring said lot into compliance with these restrictions, which indebtedness and lien securing the same may be enforced in any manner provided by law or equity.

10 Non-Discriminatory.

Neither these covenants or any amendment, modification, or change hereafter made shall discriminate nor be used to discriminate against any person because of race, color, religion, or national origin.

11 Partial Invalidity

Invalidation of any of the restrictions, easements, reservations or covenants contained in this instrument by judgment or court order shall not in any manner affect any of the other such provisions herein set forth and all such remaining provisions shall remain in full force and effect.

SITE BUILT HOMES

12 Exterior Appearance and Elevation

Site-built residential structures shall be constructed on a concrete slab foundation, or pier and beam foundation, employing standard and customary foundation construction techniques and practices. No tin, corrugated, or galvalume metal, may be used as exterior siding for the residence. Manufactured log construction is allowed. Masonry (brick and/or stone), Hardi Board, Smart Side, or comparable materials, shall be used on the exterior. Construction method shall employ standard, usual, and customary, techniques and practice by both application and appearance. Barndominiums are allowed.

MANUFACTURED HOMES

13 Manufactured Homes

All Manufactured Homes. must be must be new, meaning having never been lived in prior to placement in this subdivision. Singlewides are allowed. They must be constructed with exterior framing members being 2X4's or larger. They must be underpinned and skirted within 60 days of installation and meet all county requirements. All materials used must be new, in good condition, and be painted. Skirting must be installed.

14 Porches and Decks

Manufactured Homes must have a front (defined by side of home facing county road), porch or deck, constructed of treated lumber, Hardi, Smart Side (or better), or similar products. The front porch must be a minimum 6' deep and 10' wide.

TINY HOMES

15 Tiny Homes - Manufactured

Tiny Homes are permitted as defined below and must be new. The regulations for Tiny Homes will be the same as all other homes in this subdivision with the addition of the following: Storage for all belongings of an owner must be kept in storage units except for lawn furniture and accouterments. A Tiny Home is defined by a RVIA Certified Recreational Vehicle not to exceed 400 sq ft, excluding porches. Tiny Homes must have a covered front porch and a minimum of 1 Clerestory Windows.

Josh Brannon
SixPoint Holdings, LLC

Date

ACKNOWLEDGEMENTS ON PAGE 6

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020,

for _____ by _____.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2020,

for _____ by _____.

Notary Public, State of Texas
My commission expires: _____



2000 I-30 E
Greenville, TX 75402

2/18/2026

Justin Brannon
137 WS Commerce
Wills Point TX 75169

Re: Availability of Electric Service to 154 County Road 1470 (SIXPOINT ADDITION)

To Whom it May Concern:

This letter certifies that Farmers Electric Cooperative is a Certified Electrical Service Provider at the above referenced property.

YES, Farmers Electric Cooperative is a Certified Electrical Service Provider at the above referenced subdivision.

NO, Farmers Electric Cooperative is not a Certified Electrical Service Provider at the above referenced subdivision.

YES, Farmers Electric Cooperative is available to each individual residential lot.

NO, Farmers Electric Cooperative is not available to each individual residential lot.

NOTE: Electrical service will be provided to the subdivision upon contractual agreement and receipt of payment of any Developer Aid to Construction cost which may be assessed. Electrical service will then be provided to each individual residential lot upon the completion of installation of new electrical infrastructure in the subdivision.

Should you have any questions, please feel free to contact me.

NOTE: Confirmation that Farmers Electric Cooperative can service the above-mentioned property does not mean that electricity is readily available at the location. Easements from adjoining property owners may be needed to construct Farmers Electric facilities. If these easements cannot be obtained by the person requesting the service, this may hinder or prevent Farmers Electric from constructing the service lines to the property in question.

Thank you,

Patrick Covington
Field Engineering Supervisor
Farmers Electric Cooperative
pcovington@farmerselectric.coop



COUNTY OF RAINS



BRENT D. HILLIARD

COUNTY JUDGE

Resolution #032626IVB2

STATE OF TEXAS

COUNTY OF RAINS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Rains County, Texas, held on the 26th day of March, 2026, on motion made by Commissioner of Precinct __ and seconded by Commissioner of Precinct __, the following Resolution was adopted:

WHEREAS, Fite & Associates Land Surveying LLC requested approval of the final plat for Sixpoint Addition, Nathaniel Crittenden Survey, Abstract No. 33;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Rains County, Texas support and approve this final plat.

ENACTED UPON IN OPEN COURT on this the 26th day of March 2026.

Brent D. Hilliard, County Judge

Jeremy Cook, Precinct 1

Mike Willis, Precinct 2

Korey Young, Precinct 3

Lori Northcutt, Precinct 4

TEL: (903) 473-5000
FAX: (903) 473-4298

BRENT.D.HILLIARD@CO.RAINS.TX.US

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EMORY, TEXAS 75440