

Declaration of Restrictive Covenants

Basic Information

Date: February 26, 2020

Declarant: Terry Don Phillips

Declarant's Address: 1809 Lindsey Ln., Waco, TX 76708-7247

Property: Being the real property (the "Property") in McLennan County, Texas, described in the attached Exhibit A and incorporated herein by this reference for all purposes.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of each owner thereof.

"Declarant" means Terry Don Phillips.

"Easements" means Easements within the Property for utilities, drainage, ingress and egress, and other purposes as shown of record.

"Owner" means every record Owner of a fee interest in the Property.

"Renting" means granting the right to occupy and use the Property or any improvement located thereon in exchange for the payment of money.

"Residence" means a single detached building designed for and used as a dwelling by a Single Family and constructed on a tract or lot of not less than 5 acres. No more than 1 Residence may be constructed on a tract or lot.

"Structure" means any improvement on the Property (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"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.

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

Clauses and Covenants

A. Imposition of Covenants

1. The Property is the separate property and estate of the Declarant. Declarant imposes the Covenants on the Property. All subsequent Owners and other occupants of the Property or any portion thereof, by their acceptance of their deeds, leases, or occupancy of the Property or any portion thereof agree that the Property is subject to the Covenants.

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

3. Each Owner and occupant of the Property or any part thereof agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

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

2. An Owner may use that portion of the Property 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. An Owner may not use any public road for any purpose other than ingress and egress to and from the Property or in a way that interferes with the use of the public road by others.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a structure in an Easement.

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

C. Use and Activities

1. *Permitted Use.* The Property may be used only for an approved Residence for use by a Single Family and for the raising of crops and/or livestock other than swine.

2. *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 of rubbish;
- e. any storage of building materials, except during the construction or renovation of a Residence or a Structure, or unsightly objects unless completely shielded by a Structure;
- f. any keeping or raising of swine;
- g. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on the Property; provided, that a temporary structure for

office space for contractors may be maintained on the Property during any period of actual construction of a Residence.

- h. moving a previously constructed house onto the Property;
- i. interfering with a drainage pattern or the natural flow of surface water;
- j. occupying a Structure as a residence; and
- m. allowing a renter, guest, or other person who is a registered sex offender to reside at the Property.

D. Construction and Maintenance Standards

1. Subdivided. The Property may not be subdivided into tracts or lots of less than 5 acres each.

2. Residences and Structures

a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Property.

b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1600 square feet.

c. *Location on Lot.* No Residence or Structure may be constructed closer than 40 feet from any property line of the Property other than the back property line, or of any tract or lot within the Property

d. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 120 days and the Property 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 120 days and the Property restored to a clean and attractive condition.

E. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by the Declarant or an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended by the Declarant as long as Declarant has record title to the Property. This Declaration may not be amended after Declarant transfers title to the Property by deed or by gift, devise or descent.

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.

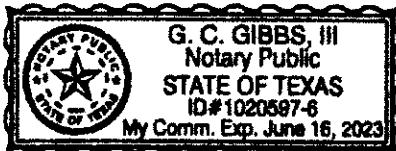
7. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

Declarant:

Terry Don Phillips
Terry Don Phillips

STATE OF TEXAS
COUNTY OF BOSQUE

This instrument was acknowledged before me on the 26 day of February, 2020, by Terry Don Phillips.



G. C. Gibbs, III
Notary Public, State of Texas

After recording, return to:

Paul Marable, Attorney
PO Box 219
Valley Mills, TX 76689

STABENO AND ASSOCIATES
REGISTERED PUBLIC SURVEYORS

3208 Ferndale
Waco, Texas 76706
662-0345

30 FT., ROAD EASEMENT CROSSING 11.551 ACRE TRACT

Fieldnotes for the centerline description of a 30 ft., Ingress and Egress easement across a part of the I. K. Hawkins Survey in McLennan County, Texas, and being across a part of that certain 216 acre tract of land conveyed to Joe Ray Lindsey and wife, Iris Myrleen Lindsey by deed dated February 1, 1958 and recorded in Volume 818, Page 267 of the McLennan County, Texas Deed Records.

Beginning at a point S 61°38' W 1690.75 ft., S 61°45' W 1716.27 ft., S 2°14' W 916.51 ft., S 59°46' W 2418.20 ft., and S 28°07'04" E 15.00 ft., from its N-E corner for the beginning point of herein described centerline,
Thence S 59°35'58" W 629.45 ft., to the point of ending of herein described centerline, said easement being 15.00 ft., on each side of above described centerline.

Surveyed February 2, 1978

By M. R. Stabeno
M. R. Stabeno
Registered Public Surveyor
1486

