

14665-17-01682
9
Declaration of Restrictive Covenants

Date: April 10, 2017

Declarant: L Wesley Knapek, Jr., Kimberly G Knapek, Weldon R Copeland and Carolyn A Copeland

Declarant's Address: Post Office Box 670, Hutto, Texas 78634

Property: All that certain 49.676 acre tract of land situated in the Jose Justo Liendo Survey, Abstract No 8, located in Williamson County, Texas, and being more particularly described by metes and bounds in "Exhibit A" attached hereto and made a part hereof for all purposes.

Definitions

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

"Declarant" means L Wesley Knapek, Jr., an individual, and any successor that acquires any unimproved Lots owned by Declarant and is named as successor in a recorded document.

"Declarant" means Kimberly G Knapek, an individual, and any successor that acquires any unimproved Lots owned by Declarant and is named as successor in a recorded document.

"Declarant" means Weldon R. Copeland, an individual, and any successor that acquires any unimproved Lots owned by Declarant and is named as successor in a recorded document.

"Declarant" means Carolyn A Copeland, an individual, and any successor that acquires any unimproved Lots owned by Declarant and is named as successor in a recorded document.

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

"Lot" means a portion of the land described in the attached "Exhibit A," which is owned in fee simple by an owner.

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

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

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

"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. Declarant imposes the Covenants on the land described in the attached "Exhibit A" (herein after "Land"). All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the land described in the attached "Exhibit A" is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Land 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.

3. 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.

4. All matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

5. 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.

6. Declarant is not liable for damage to landscaping or a Structure in an Easement of record. Declarant and each Easement holder may install, maintain, and connect facilities and utilities in any Easement of record. Declarant is not required to and has made no representations to install, maintain, and connect facilities and utilities in any Easement of record or otherwise.

B. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures.

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 –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. Vehicles, except the following:
 - a. Boats and boat trailers
 - b. Other trailers
 - c. vehicles in a garage or Structure
 - d. or operable automobiles on a driveway;
 - e. Recreational vehicles or travel trailers,
 - f. Not more than one 18 wheeler truck, or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals. Specifically, although not exhaustively, no oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on any Lot.
- g. Dogs, cats and other household pets are allowed on the Property. All dogs on any lot must be contained in a fenced area. No more than 5 adult dogs. The following animals, and these animals only, may be kept, and each additional animal shall represent the following units: cows (1 unit), calves (0.5 unit), donkeys (1 unit), goats (0.5 unit), sheep (0.5 unit), emus and related birds (0.5 unit), horses (1 unit), and ponies (1 unit). No more than one animal unit per acre shall be allowed on each lot. In addition to the above, up to four (4) units of swine shall be allowed, so long as the swine are for FFA or 4H Club projects only. The swine must be removed upon project completion. The swine must be kept in a clean manner and must not be a nuisance to adjoining lot owners or the properties adjacent to the Property. All swine pens must be located at least 50 feet from the lot line. Fowl shall be allowed, but not in numbers which constitute a nuisance. Notwithstanding any of the above, if the harboring, keeping or owning of any animal or bird shall constitute a nuisance, as determined by a court of law, then these restrictions shall not prohibit declarant or a lot owner from bringing any legal action against another lot owner based on a nuisance claim.
- h. any commercial or professional activity except reasonable home office use; Owners are allowed to sale Agricultural Products which are produced on the property.
- i. installing a mobile home, manufactured home, manufactured housing,

motor home, or house trailer on a Lot;

- j. moving or installing any previously erected or older home on a Lot.
- k. interfering with a drainage pattern or the natural flow of surface water; and
- l. no firing ranges shall be permitted for commercial use. Personal firing range for personal target practice with proper backstop will be allowed.

C. 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.

b. *Subdivision Prohibited.* No Lot may be further subdivided to a lot size of less than five acres.

2. Residences and Structures

a. *Primary Residence.* Each lot shall consist of only one primary residence with a minimum of 1650 square feet. The primary residence shall be built and constructed prior to the construction of any guest house.

b. *Outbuilding Requirements.* Non-habitable outbuildings are allowed (but not required) in addition to the primary residence. Examples of permitted outbuildings include: detached garages, storage buildings, gazebos, spas, workshops, greenhouses, or children's playhouses and non-habitable barns. Outbuildings may be constructed prior to, contemporaneously with, or after the primary residence has been constructed.

c. *Guest Houses.* A guest house is permitted subject to the following provisions and all other provisions set forth in this document. Compatible masonry and exterior color choice with main house must be used for any guest house. Any guest house shall be a minimum of 500 square feet and shall be at least thirty percent smaller than the primary residence. In no case shall a guest house be larger than the primary residence. A guest house may be constructed contemporaneously with or after the primary residence has been constructed, but not before. The primary residence shall be constructed and habitable prior to the final construction of any guest house.

b. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically pleasing.

c. *Required Area.* The main residence building constructed on a Lot shall contain a minimum of 1,650 square feet of contiguous air conditioned living space exclusive of open or screened porches, terraces, patios, driveways, carports, garages, or outbuildings (whether or not air conditioned).

d. *Location on Lot.* No Residence or Structure shall be construed within fifteen feet of the perimeter of any lot nor closer than 50 feet to any road. The front of each Residence must face County Road 437 in Thorndale, Texas. All Structures must be located behind the front wall of the Residence.

e. *Garages.* Each Residence must have a garage or carport accessed by a driveway.

f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 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 90 days and the Lot restored to a clean and attractive condition.

g. *Barndominiums.* Barndominiums are permitted as the primary residence (as detailed above) so long as any applicable *barndominium* has a covered front porch spanning the full length of the structure and that the front-facing exterior wall's surface consists of a minimum of twenty-five percent stone. The front-facing exterior wall shall also consist of a minimum of two windows and a door of the appropriate size to allow for the ingress and egress of people. The door on the front-facing exterior wall shall not be a garage door. All other provisions included in this document shall also apply to any *barndominium* structure.

h. *Building Setbacks.* No building shall be located on any Lot nearer than fifty feet (50') to the front or rear lot lines, nor nearer than fifteen feet (15') to an interior side lot line.

i. *Construction Period.* All improvements constructed on the property shall be completed within one year from the date of commencement of construction.

j. *Residence During Construction Period.* An owner may reside in a travel trailer or recreational vehicle for a period not to exceed six (6) months, while said Owner's permanent residence is under construction.

3. *Building Materials for Residences and Structures*

a. *Exterior Walls.* All Residences must have at least 25 percent of their front exterior wall, including exposed foundation, of stone or brick, minus

windows and doors. Vinyl siding or *HardiePlank* does not constitute masonry.

- b. *Out-buildings.* All out-buildings shall be constructed of new material and shall be fabricated in a good and workmanlike manner. Portable storage buildings shall be allowed.
- c. *Installation of Septic.* All installation of septic-tank soil-absorption sewage-disposal systems shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas Department of Health and inspected and approved by a duly authorized agent of the Williamson County Health Department.

D. General Provisions

1. *Term.* This Declaration runs with the land for a period of thirty years from the effective date of this document.

2. *No Waiver.* Failure by 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 at any time by the affirmative vote of eighty percent of the Owners. Each lot represents one vote.

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.

Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any lot or tract within the Property, or by the Declarants herein. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereunder.

These covenants, conditions and restrictions shall expire and be of no further force and effect after a period of thirty (30) years from the effective date listed below.

Invalidation of any one of these covenants, conditions, or restrictions by judgments or

court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Effective Date: April 11, 2017

L. Wesley Knappek, Jr.
L Wesley Knappek, Jr.

Kimberly G Knappek
Kimberly G Knappek

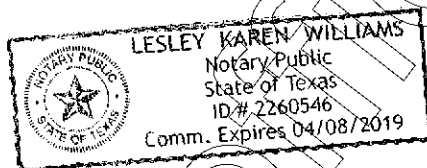
Weldon R. Copeland
Weldon R. Copeland

Carolyn A. Copeland
Carolyn A Copeland

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on April 11, 2017, by
L Wesley Knappek, Jr.

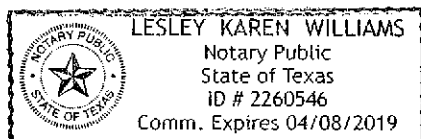


Lesley Karen Williams
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on April 11, 2017, by
Kimberly G Knappek.

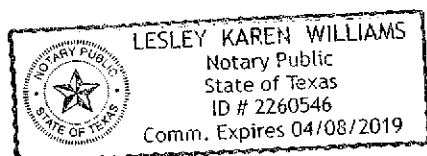


Lesley Karen Williams
 Notary Public, State of Texas
 My commission expires: _____

STATE OF TEXAS

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on April 11,, 2017, by
 Weldon R Copeland..

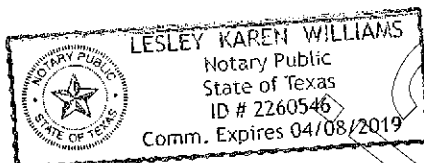


Lesley Karen Williams
 Notary Public, State of Texas
 My commission expires: _____

STATE OF TEXAS

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on April 11,, 2017, by
 Carolyn A Copeland.



Lesley Karen Williams
 Notary Public, State of Texas
 My commission expires: _____

After recording, please return to:

Weldon R. Copeland
 Post Office Box 670
 Hutto, Texas 78634

EXHIBIT A

49.676 ACRES

These notes describe that certain tract of land situated in the JOSE JUSTO LIENDO SURVEY, ABSTRACT NO. 8, located in Williamson County, Texas; subject a called "Fifth Tract - 50 Acres" conveyed in a Deed from Regina Wuensche to A. E. (Earl) Wuensche, et al, dated 8-21-90 and recorded in Volume 1934, Page 31, of the Official Records of Williamson County (ORWC), subject tract being surveyed on the ground under the direct supervision of Robert W. Johnston, Registered Professional Land Surveyor No. 5579, on September 12, 2008 and being more fully described as follows:

BEGINNING at a 6" Steel Fence Post found, at the Northeast corner of said "Fifth Tract - 50 Acres", in a line for the South line of a called "100 Acres" conveyed in a Quit Claim Deed from Jackson W. Bownds, et ux, to The Jackson W. Bownds and Gladys M. Bownds Revocable Living Trust, dated 9-22-93 and recorded in Volume 2378, Page 82, (ORWC); same being the Northwest corner of a called "10.0 Acres" conveyed to Lena M. Goetz to Carl Glenn Goetz, dated 10-1-82 and recorded in Volume 891, Page 459, of the Deed Records, Williamson County, Texas; same being the Northeast corner of subject tract;

THENCE South 68°51'01" West, with a line for the common line of said "Fifth Tract - 50 Acres" and said "100 Acres", a distance of 978.41 feet (C=983.62) to a 1/2" Iron Rod set (w/cap), being the Northwest corner of said "Fifth Tract - 50 Acres", same being the Southwest corner of said "100 Acres", same being in the East Right-of-Way line of County Road No. 437, same being the Northwest corner of subject tract;

THENCE South 21°08'01" East, with a line for the common line of said "Fifth Tract - 50 Acres" and the East Right-of-Way of County Road No. 437, a distance of 2212.34 feet (C=2213.35) to a 1/2" Iron Rod set (w/cap), being the Southwest corner of said "Fifth Tract - 50 Acres", same being in the East Right-of-Way of County Road No. 437, same being the Northwest corner of a called "171.5 Acres" conveyed in a Deed of Gift from R. Herm Moerbe, et ux, to Robert Lee Moerbe, et ux, dated 12-21-72 and recorded in Volume 360, Page 232, (DRWC); same being the Southwest corner of subject tract;

THENCE North 68°41'24" East, with a line of the common line of said "Fifth Tract - 50 Acres" and said "171.5 Acres", a distance of 979.02 feet (C=983.62) to a 6" Steel Fence Post found, being the Southeast corner of said "Fifth Tract - 50 Acres", same being in the North line of said "171.5 Acres", same being the Southwest corner of a called "89.0 Acres" conveyed in a Deed from Lena Fick, et vir, to Lena Goetz, et vir, dated 5-27-57 and recorded in Volume 418, Page 11, (DRWC); same being the Southeast corner of subject tract;

THENCE North 21°08'59" West, with a line for the common line of said "Fifth Tract - 50 Acres", said "89.0 Acres" and said "10.0 Acres", a distance of 2209.60 feet (C=2211.55) to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 49.676 Acres.

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2017037751

Pages: 10 Fee: \$53.00
04/28/2017 02:58 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document