

DECLARATION OF RESTRICTIVE COVENANTS

Basic Information

Declarant: Sherry Spears Jackson Key, Independent Executor for the Estate of Ruby Rosalie Spears also known as Ruby Spears, Deceased
119 Ranch Creek Drive
Azle, Texas 76020

Definitions

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

“Declarant” means Sherry Spears Jackson Key, Independent Executor for the Estate of Ruby Rosalie Spears also known as Ruby Spears, Deceased.

“Owner” means every record Owner of a fee interest in a portion of the Property.

“Property” means two (2) tracts of land: (i) a 3.811 acre tract of land described in Exhibit "A" attached hereto and incorporated by reference, and (ii) a 3.940 acre tract of land described in Exhibit "B" attached hereto and incorporated by reference.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant owns the Property and hereby imposes the Covenants on the Property in the manner described below. All Owners and other occupants of any portion of the Property by their acceptance of their deeds, leases, or occupancy of any portion of the Property, agree that the Property is subject to the Covenants, in the manner described below.

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 Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in any part thereof.

3. Each Owner and occupant of a portion of the Property agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief. The Property from and after the date hereof shall be held, conveyed, hypothecated, encumbered, leased, occupied, built on, or otherwise used, improved, or transferred, in whole or in part, subject to this Declaration, as same may be amended or supplemented from time to time or at any time. All Property and any right, title, or interest thereto shall be owned, held, leased, sold, and conveyed by Declarant, and any subsequent Owner, tenant, or other occupant subject to this Declaration. Each Owner, tenant, or other occupant of any portion of the Property, by the acceptance of a deed, lease, or other conveyance or transfer of any interest in the Property or any

portion thereof, shall be deemed to have covenanted and agreed to be bound by the provisions of this Declaration.

B. Prohibited Uses

1. *Prohibited Uses.* No portion of the Property maybe used for any of the following:
 - (a) Surface or subsurface mining for top soil, sand, and gravel;
 - (b) Heavy industrial purposes; or drilling any injection wells.
 - (c) Illegal activity of any kind.
 - (d) The locating or using of a used manufactured home, used modular home or similar type building which is not new when located on the Property.
 - (e) Uses or operations which produce or are accompanied by the following characteristics:
 - (i) explosive, fire or other damaging or dangerous hazards (provided, however, the retail sale of gasoline, diesel, and related products shall be expressly permitted);
 - (ii) any facility for the sale of paraphernalia designed or intended for use with illicit drugs or any so called "smoke shops";
 - (iii) any use which constitutes a nuisance;
 - (iv) a massage parlor, sexually oriented businesses such as X-rated or adult movie or video sales, lounges or clubs featuring nude or semi-nude entertainers, or escort services, used car lot, bankruptcy sale, refinery, outdoor auction house or flea market;
 - (vi) stockyard, mulching yard, ready-mix concrete/cement yard, junk yard, scrap metal yard or waste material business, or any dumping, disposal, incineration, or reduction of garbage or refuse, or sand, gravel rock yard or pit, garbage dump, landfill; and
 - (vii) the storage of sewage, industrial sewage, or hazardous substances.
 - (f) The Property may not be subdivided or partitioned any further than as described in Exhibits "A" and "B" provided however the Owners of the two tracts may adjust the boundary between them as provided for by law.
 - (g) The construction or location of more than two (2) houses, whether traditional construction, manufactured, or modular (of any kind, regardless

of new or used manufacture) on each of the two tracts which comprise the Property.

2. *Exceptions to Prohibited Uses.* Notwithstanding Section 1 above:

- (a) The manufactured home presently located on the Conveyed Property is expressly permitted.
- (b) On-site sewage facilities (septic systems) are expressly permitted and not violative of the restrictions imposed herein.

C. Term and Amendment.

The covenants, conditions, and restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of twenty (20) years from the date these covenants are recorded. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by the affirmative vote of the Owners of at least a sixty percent (60%) of the gross acreage of the Property. Such change or termination shall be evidenced by an instrument executed by the approving Owners, which shall be properly placed of record in the Official Public Records of Waller County, Texas. Upon the expiration of such initial term, unless terminated as herein provided, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years each. During any such ten (10) year automatic extension period, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the affirmative vote of the Owners of at least a majority of the gross acreage in the Property, and properly recorded in the Official Public Records of Waller County, Texas.

D. Enforcement.

Any Owner, or the Declarant, and their respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions and covenants, now or hereafter imposed by the provisions of this Declaration and in connection therewith, shall be entitled to recover all reasonable attorney's fees. Failure by any person entitled to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated, the failure or refusal of any Owner or any occupant of a Property to comply with the terms and provisions hereof would result in irreparable harm to other Owners and to Declarant. Thus, the covenants, conditions, restrictions and provisions of this Declaration may not only be enforced by an action for damages at law, but also may be enforced by injunctive or other equitable relief (i.e., restraining orders and/or injunctions) by any court of competent jurisdiction, upon the proof of the existence of any violation or any attempted or threatened violation.

E. General Provisions

1. *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.

2. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested.

3. *Third Party Beneficiary.* This Declaration is an agreement solely for the benefit of the Owners (and their permitted successors and/or assigns). No other person shall have any rights hereunder nor shall any other person be entitled to rely on the terms, covenants, and provisions contained herein. The provisions of this Section E.3. shall survive the termination of this Declaration.

Executed this the ____ day of _____, 2025.

THE ESTATE OF RUBY ROSALIE SPEARS,
DECEASED

Sherry Spears Jackson Key, Independent Executor

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

On the ____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared Sherry Spears Jackson Key, Independent Executor for the Estate of Ruby Rosalie Spears also known as Ruby Spears, Deceased, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name of Notary Public