

Total Page(s): 7 pg(s).

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
WONDER HILL SUBDIVISION**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WASHINGTON

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("the Restrictions") is made by **EUGENE C. SUPAK, JANICE DOPSLAUF ALEXANDER and BRIAN SUPAK, Co-Trustees of the Scott Eugene Supak Trust dated June 2, 2025** ("Declarants").

WHEREAS, Declarants are the Owners of Lots 1 thru 9 of Wonder Hill Subdivision, being 20.011 acres of land, lying and being situated in Washington County, Texas, part of the Sanford Woodward Survey, A-112, Washington County, Texas, a map or plat of said Wonder Hill Subdivision being of record in Plat Cabinet File Numbers 872B and 873A, in the Plat Records of Washington County, Texas, being the same land called 5.002 acres (Tract One), 6.002 acres (Tract Two) and 9.00 acres (Tract Three) in the deed from Eugene C. Supak and Janice Dopslauf Alexander to Eugene C. Supak, Janice Dopslauf Alexander and Brian Supak, Co-Trustees of the Scott Eugene Supak Trust dated June 2, 2025, as recorded in Instrument No. 2025-2975, in the Official Records of Washington County, Texas, said 5.002 acres (Tract One) being described in the deed from Elizabeth R. Schawe Crow and husband, Harry Norman Crow to Scott Eugene Supak, dated November 10, 1994, as recorded Volume 756, Page 513, in the Official Records of Washington County, Texas, said 6.002 acres (Tract Two) being described in the deed from Douglas Roy Moore and Jacquelyn L. Schawe Moore to Scott Eugene Supak, dated November 10, 1994, as recorded Volume 756, Page 775, in the Official Records of Washington County, Texas and said 9.00 acres (Tract Three) being described as 9.0 acres in the deed from William E. Mueller, Jr. and Debbie Mueller to Scott Eugene Supak, dated November 10, 1994, as recorded in Volume 756, Page 781, in the Official Records of Washington County, Texas ("Property").

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the Property, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Declarants and the Owners.

**ARTICLE I
DEFINITIONS**

Section 1. "Owner" or "Owners" shall mean and refer to the record Owner(s), whether one or more persons or entities, of a fee simple title to any of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" shall mean and refer to: (a) that certain real property described in the recital above, and (b) such additions thereto as may hereafter be made subject to this Declaration of Covenants, Conditions and Restrictions or any subsequent amendment.

Section 3. "Lot" shall mean and refer to any Lot as shown on that certain map or plat of Wonder Hill Subdivision, as recorded in Plat Cabinet File Numbers 872B and 873A, in the Plat Records of Washington County, Texas.

Section 4. "Declarants" shall mean and refer to **Eugene C. Supak, Janice Dopslauf Alexander and Brian Supak, Co-Trustees of the Scott Eugene Supak Trust dated June 2, 2025**, its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Property, but shall not include any purchaser of one or more of the Lots within Wonder Hill Subdivision.

ARTICLE II **USE RESTRICTIONS**

Section 1. Construction of Improvements. Each Lot shall be used only for single-family residence purposes and improvements for agricultural use are defined hereafter.

- 1.01 The main residence shall be a single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not more than five (5) cars, and other structures (including guest houses or servants' quarters). All homes shall be constructed by conventional construction methods and with conventional materials. Other structures shall not exceed the main residence in height and may be permanently occupied only by a member of the family occupying the main residence on the Lot, or by domestic servants employed on the premises. The design of other structures shall be consistent with the main residence.
- 1.02 Outbuildings, such as barns, sheds, storage buildings, and other structures are allowed. A barn may include an apartment for employees or guest quarters. All such buildings shall not exceed two and one-half (2-1/2) stories in height and shall be built using conventional construction methods. Barns, sheds, storage buildings, other structures, apartments or guest quarters shall not be occupied or used as a permanent residence.
- 1.03 Manufactured and/or mobile homes and recreational vehicles for use as a primary residence are prohibited.
- 1.04 The living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) shall not be less than one thousand eight hundred (1,800) square feet. Excluded, however, from this Section 1.04 is the existing main residential structure situated on Lot 5. Any new construction on Lot 5 shall comply with Article II, Section 1 hereof.

- 1.05 Location of Improvements: No building or other improvements shall be located on any Lot nearer than sixty-three feet (63') from the front Lot lines (63' from Wonder Hill Road), nearer than fifteen feet (15') from the side Lot lines and nearer than fifteen feet (15') from the rear Lot lines.
- 1.06 No structures of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a primary residence. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and shall be removed immediately after completion of construction.
- 1.07 No boat trailers, boats, travel trailers, automobiles, campers or vehicles of any kind shall be semi-permanently or permanently stored in the public right-of-way or on driveways.

Section 2. Exterior Materials. The exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry, stucco, log, hardiplank, cedar, or other wood siding.

Section 3. Composite Building Site. Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site. The Owner of the combined Lots shall have the privilege of placing or constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Lot boundary lines rather than from the singular Lot lines. To the extent any utilities or improvements have previously been placed or constructed in the utility easement between such combined Lots, it shall be the Owner's responsibility to relocate the same at such Owner's sole cost and expense.

Section 4. Prohibition of Trade and Offensive Activities. There shall be no retail, industrial, multifamily construction, office building, or mixed-use commercial construction, on any Lot. Noxious or offensive activities of any sort including loud noises or anything done on any Lot that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted. A home office is permitted.

Section 5. Mineral Operations. No oil, gas or other mineral drilling, development operations, refining, quarry, or mining operations of any kind shall be conducted or permitted upon or in any Lot. No wells (excluding water wells), tanks, tunnels, mineral excavation, or shafts shall be conducted or permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. Excluded, however, from this Section 5 is the right of any lessee under any oil, gas or mineral lease in effect as of the date of these Restrictions.

Section 6. Agricultural Use.

- 6.01 One (1) horse or one (1) cow/calf or four (4) calves or four (4) goats shall be allowed on any Lot. On any Lot in the subdivision small animal projects such as rabbits, lambs, goats or broilers shall be allowed for 4-H or FHA projects. There

shall never be allowed swine on any Lot in the subdivision. At no time shall any Lot be used for the raising and/or breeding of any poultry or fowl, except those allowed as 4-H or FFA projects.

- 6.02 Dogs, cats or other common household pets (collectively, "Pets") are excluded from the term "livestock" and "animal unit", provided they are kept, bred and or maintained for non-commercial purposes. Pets shall not be permitted to roam freely. At all time, owners of dogs and cats must be able to exhibit current rabies vaccination from a licensed veterinarian.

Section 7. Fencing, Walls and Hedges. No wall, fence or hedge in excess of six feet (6') in height shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than six feet (6') in height. Any wall, fence or hedge erected on a Lot by Declarants or their assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. No privacy fence shall be allowed in front of dwelling.

Section 8. Parcel Maintenance. The Owners or occupants of all Lots shall at all time keep all weeds and grass thereon cut in a sanitary, healthful, attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited. Each Lot owner shall arrange for at least weekly garbage, rubbish and trash pickup from the Lot as long as such service is not provided and required by a municipality. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarants, or their assigns, may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. Any unpaid amount shall bear interest at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum. Each Lot must be shredded at least two times per year.

Section 9. Visual Screens on Parcels. The drying of clothes in public view is prohibited. All yard equipment, wood piles or storage piles shall be kept screened from public view and maintained in a neat and orderly manner so as to conceal stored items from public view of neighboring Lots, streets or other property.

Section 10. Signs, Advertisements and Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view of any Lot, provided, however, that Declarants, or their successors, heirs or assigns, may maintain, as long as it owns property in the Subdivision, in or upon such portions of the

Property as Declarants may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs. No Owner, other than Declarants, may display any signs advertising the Property for sale until the earlier of: (1) five years from the date herein or (2) at such time as Declarants have sold all of the Lots. After such time an Owner may place one sign on the property no larger than four feet by four feet advertising the Lot for sale.

Section 11. Antennae. Placement of microwave towers, cellular communication towers, and ham operator communication towers are strictly prohibited.

Section 12. Resubdivision. A Lot Owner may not subdivide a Lot. This provision may be amended by a majority, in acreage, of the Owners of the Lots after the earlier of: (1) ten years from the date hereof or (2) after Declarants have sold all of the Lots.

Section 13. Septic Systems. Prior to occupancy of a Lot, each Lot Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining Lots, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

Section 14. Water System. Declarant is providing no water system. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas. Water service, through a local community water system provider may also be available

ARTICLE III **GENERAL PROVISIONS**

Section 1. Enforcement. All restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Association, if formed, any Owner, or the Declarants shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declaration, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. Except as otherwise provided herein, this Declaration may be amended during the first fifty (50) year period by an instrument signed by those Owners of the Lots owning not less than ninety percent (90%), in acreage, of the Lots, and thereafter by an instrument signed by those Owners of the Lots owning not less than seventy-five percent (75%), in acreage, of the Lots. Declarants may amend this Declaration without approval or consent of Owners of the Lots by an instrument signed by it any time during a period ending on the earlier of: (1) ten (10) years

from the date hereof or (2) when the Declarants have sold all of the Lots. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for records in the Official Records of Washington County, Texas.

Section 3. Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 4. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

DECLARANT:

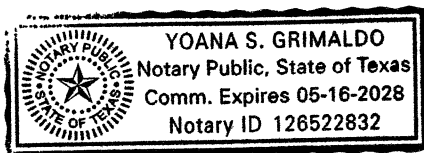
By: Eugene C. Supak
Eugene C. Supak, Co-Trustee of the Scott Eugene Supak Trust dated June 2, 2025

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this 6TH day of JUNE 2025,
by Eugene C. Supak, Co-Trustee of the Scott Eugene Supak Trust dated June 2, 2025.



Yoana S. Grimaldo
NOTARY PUBLIC - State of Texas

DECLARANT:

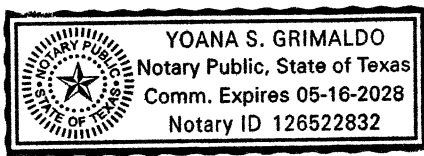
By: Janice Dopslauf Alexander
Janice Dopslauf Alexander, Co-Trustee of the
Scott Eugene Supak Trust dated June 2, 2025

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this 6TH day of JUNE 2025, by
Janice Dopslauf Alexander, Co-Trustee of the Scott Eugene Supak Trust dated June 2, 2025.



Yoana S. Grimaldo
NOTARY PUBLIC - State of Texas

DECLARANT:

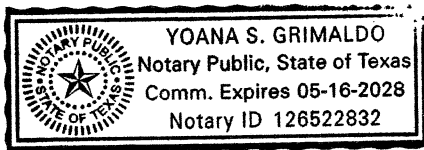
By: Brian Supak
Brian Supak, Co-Trustee of the Scott Eugene
Supak Trust dated June 2, 2025

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this 6TH day of JUNE 2025,
by Brian Supak, Co-Trustee of the Scott Eugene Supak Trust dated June 2, 2025.



Yoana S. Grimaldo
NOTARY PUBLIC - State of Texas

06/10/2025 12:31 P.M.

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STATE OF TEXAS COUNTY OF WASHINGTON
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the OFFICIAL RECORDS of
Washington County, Texas as stamped hereon above time.

NICHOLAS PRENZLER, COUNTY CLERK



2025-3112

