



Georgetown Title Company, Inc.

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is executed this 6th day of May, 2019, ("Effective Date"), by JOHN MORROW, SR. and JOHN MORROW, JR. (collectively "Declarant").

RECITALS:

A. Declarant is the owner of that certain tract of land situated in the Williamson County, Texas, and being more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").

B. Declarant desires to impose certain restrictions on the Property.

NOW THEREFORE, for good and valuable consideration, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, occupied, used, and enjoyed subject to the covenants, conditions, restrictions, and regulations hereinafter set forth:

1. Residential occupancy shall be restricted to single family dwellings. No mobile homes, modular homes, or portable residences of any kind are permitted. Only one primary residence and one guest house shall be permitted on any tract created by a sale or other transfer of a portion of the Property. All residential structures shall be of new construction. A primary residence must contain at least 1,500 square feet of living space exclusive of porches, garages and carports. After, or current with, the construction of a primary residence, a guest house may also be constructed which shall contain no more than 1,000 square feet of living space exclusive of porches, garages and carports and be constructed of the same materials and type of construction as the primary residence. Primary residences and guest houses must be constructed of at least 40% masonry (Hardiplank and similar products are not considered masonry). Log homes shall not be subject to the masonry requirement.
2. All residential structures shall be connected to the sewer system or septic tank, which meets all specifications of the County and State Health Departments. No privies or out-house toilets shall be allowed (except during construction) and no waste shall be allowed to discharge on top of the ground.
3. No vehicles over one ton shall be stored on the Property. No junk motor vehicles or parts thereof, junk, debris, old lumber or other building materials shall be stored on the Property which cause the Property to be unsightly.
4. No firearms shall be discharged on any tract with the exception of shotguns during dove season and personal defense.

5. The Property shall not be subdivided into tracts of less than ten (10) acres.

1. The provisions set forth in 1 above notwithstanding, the owners of the Property shall be allowed to park a recreational vehicle or travel trailer on the Property provided it is not used as a residence on the Property and not used for commercial purposes. Recreational vehicle parks are prohibited.

2. The following limits shall apply to animals on any tract:

No more than one horse or cow per acre.

No more than 5 goats per acre.

Common domesticated pets, such as dogs and cats shall not exceed 6 in total on any tract and must be confined to a fenced area or within the residence.

No more than 25 chickens may be kept for personal use. No commercial poultry business shall be permitted.

No swine shall be permitted except that no more than 5 may be permitted for FHA or 4H projects.

No dangerous or wild animals shall be permitted.

3. No professional, business, or commercial activity to which the public is invited shall be conducted on the Property. The Property may be used and developed for agricultural purposes.

4. No outside storage shall be permitted.

5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated in accordance with Paragraph 13 below. This Declaration will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.

6. Declarant hereby retains the right to assign to any one or more third parties all or any portion of Declarant's rights under this Declaration, including, but not limited to, the right to approve or disapprove plans and specifications and the right to grant variances. In the event Declarant elects to assign such rights, such assignment shall be evidenced by an instrument in writing, executed and acknowledged and filed in the Official Public Records of Williamson County, Texas. Upon and after the recordation of any such assignment, Declarant's assignee will have all the rights and benefits of Declarant under this Declaration. Declarant may transfer or assign, in whole or in part, any easement retained herein.

7. The terms, covenants, conditions and restrictions, set out in this Declaration will inure to the benefit of and be enforceable by Declarant and its respective legal representatives, successors, and assigns. This Declaration may be amended by the recording of a written instrument in the Official Public Records of Williamson County, Texas, executed and acknowledged by (i) Declarant (or its permitted assignee) and (ii) a majority (as determined by acreage owned) of the then owners of the Property. Declarant retains the right to grant variances from these restrictions.
8. Declarant, or its permitted successor or assignee, will have the right to enforce all of the provisions of this Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by Declarant or its permitted assignee. Declarant's failure to enforce any provision of this Declaration at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.
9. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision.
10. THIS DECLARATION AND ALL RIGHTS AND OBLIGATIONS CREATED HEREBY SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS.

[Signature Page Follows]

WITNESS MY HAND on this the 6th day of May, 2019.

DECLARANT:


JOHN MORROW, SR.

JOHN MORROW, JR.



STATE OF TEXAS §

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COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 6th day of May, 2019, by JOHN MORROW, SR.

(seal) 


Notary Public, State of Texas

STATE OF TEXAS §

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COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 6th day of May, 2019, by JOHN MORROW, JR.

(seal) 


Notary Public, State of Texas

EXHIBIT A

FIELD NOTES
FOR A 104.103 ACRE TRACT
IN THE JOHN SHARP SURVEY,
ABSTRACT 592,
WILLIAMSON COUNTY, TEXAS

Being a 104.103 acre tract or parcel of land, in Williamson County, Texas, situated in the John Sharp Survey, Abstract 592, being a portion of that certain tract of land called 109 ¼ acres, as described in a deed to Carl Langenegger and wife, Alice Martha Langenegger, recorded in Volume 342, Page 639, Deed Records of Williamson County, Texas, with Joyce A. Langenegger being the Independent Executrix in Cause No. 05-0102-CP3, and the Sole Beneficiary of the Estate of Alice Martha Vitek Langenegger, of Houston, Harris County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the intersection of the south right-of-way of County Road 158 and the east right-of-way of County Road 157, marking the northwest corner of the said Langenegger tract, for the northwest corner hereof;

THENCE, with the south right-of-way of County Road 158 and the north line of the said Langenegger tract, S 72° 30' 46" E, 1843.29 feet, to a 1/2" iron rod found in concrete on top of a 12" wide culvert headwall, marking the northwest corner of that certain tract of land called 27.728 acres, as described in a deed to Victor David, Jr., recorded in Document No. 2008044368, Official Public Records of Williamson County, Texas, also marking the northeast corner of the said Langenegger tract, for the northeast corner hereof;

THENCE, with the east line of the said Langenegger tract, the following two (2) calls:

S 17° 19' 30" W, 1298.27 feet to 1/2" iron rod found at a fence corner, marking the southwest corner of the said David tract and the northwest corner of that certain tract of land called Tract 2: 64.3 acres, conveyed to Milton Wolbrueck and Mamie Ruth Richter, recorded in Document No. 2017040745, Official Public Records of Williamson County, Texas, and described in Volume 371, Page 33, Deed Records of Williamson County, Texas;

S 17° 26' 34" W, 1264.44 feet to 1/2" iron rod found at a fence corner on the north right-of-way of County Road 124, marking the southwest corner of the said Wolbrueck tract and the southeast corner of the said Langenegger tract, for the southeast corner hereof;

THENCE, with the north right-of-way of County Road 124 and the south line of the said Langenegger tract, N 68° 50' 24" W, 1849.77 feet to a 1/2" iron rod set at the intersection of the north right-of-way of County Road 124 and the east right-of-way of County Road 157, marking the southeast corner of the said Langenegger tract, for the southeast corner hereof;

THENCE, with the west line of the said Langenegger tract, and the east right-of-way of County Road 157, N 17° 19' 02" E, 652.49 feet to a 1/2" iron rod found marking the southwest corner of that certain Cavender Subdivision, a subdivision of record in Document No. 2017027005, Official Public Records of Williamson County, Texas, for an interior corner hereof;

FIELD NOTES
FOR A 104.103 ACRE TRACT
IN THE JOHN SHARP SURVEY,
ABSTRACT 592,
WILLIAMSON COUNTY, TEXAS

THENCE, crossing the said Langenegger tract, with the south, east and north lines of the said Cavender Subdivision, the following three (3) calls:

S 72° 46' 35" E, 388.19 feet to a 1/2" iron rod found for the southeast corner of the said Cavender Subdivision;

N 17° 20' 55" E, 224.25 feet to a 1/2" iron rod found with an unreadable cap for the northeast corner of the said Cavender Subdivision;


N 72° 47' 32" W, 388.31 feet to a 1/2" iron rod found on the west line of the said Langenegger tract, and the east right-of-way of County Road 157, for the northwest corner of the said Cavender Subdivision, and an interior corner hereof;


THENCE, with the west line of the said Langenegger tract and the east right-of-way of County Road 157, **N 17° 30' 37" E, 1567.58 feet to the PLACE OF BEGINNING** and containing 104.103 acres of land, more or less.

This description is accompanied by a plat of even date.

Bearing basis is based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

I hereby certify that this description is based on an on the ground survey performed under my direction and supervision, in the month of September 2018, and is true and correct to the best of my knowledge.


Richard Fink
Registered Professional Land Surveyor No. 6473



RETURN TO
Longhorn Title Co., Inc.

C/H Georgetown Title Company, Inc.