

PRELIMINARY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is executed this ____ day of _____, 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 ____ day of _____, 2019.

DECLARANT:

JOHN MORROW, SR.

JOHN MORROW, JR.

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2019, by JOHN MORROW, SR.

(seal)

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2019, by JOHN MORROW, JR.

(seal)

Notary Public, State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION