

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

STATE OF TEXAS                   §  
  §  
COUNTY OF NAVARRO           §

**THIS DECLARATION** is made as of \_\_\_\_\_, by Walter F Johnston and Stephanie Johnston (collectively, the “Declarant”). The Declarant’s current mailing address is:

Walter F & Stephanie Johnston  
328 Shadowwood Trail  
Ovilla, TX 75154

**WITNESSETH:**

**WHEREAS**, Declarant is the fee simple owner of all that certain real property located in Navarro County, Texas, described on **Exhibit “A”** attached hereto and incorporated herein for all purposes, hereinafter called the “Property”; and

**WHEREAS**, Declarant desires to create a quality environment with restrictions, covenants, impositions and easements, as hereinafter set forth for the preservation of the Property;

**NOW, THEREFORE**, it is hereby declared that all of the Property shall be held, sold and conveyed subject to the following easements and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property and shall be binding on all parties having any right, title or interest in or to the Property, or any part thereof, hereinafter called the “Owner.”

**RESTRICTIONS:**

1. The Property shall be described, known, and used exclusively as single-family residential property and shall not be used for commercial or industrial. No building shall be erected or maintained on the Property other than a private residence, or a private garage, barn or workshop for the sole use of the Owner or occupant.
2. All residences shall be site-built, barndominiums, or new double-wide manufactured homes. No single-wide manufactured homes shall be permanently affixed or situated on the Property. All residences and buildings shall be completed or “dried in” within one year from the commencement of construction.
3. Owner agrees not to allow the Property to be used as a junk or wrecking yard, or a dump ground. Owner agrees to keep all inoperable and/or unlicensed vehicles in a building

designed for that purpose. In no case will anything be stored that is a nuisance to the neighbors, detracts from the appearance of the neighborhood, or creates an odor or causes a health or safety hazard. No dirt, sand, gravel or rock pits shall be dug and there will be no other mining of any type allowed on subject Property. No more than two residences may be constructed on any tract. Further, the Property shall not be subdivided or replatted in less than ten-acre tracts.

4. Sewage disposal may be effected by means of septic tanks; the type of tank, its construction, location on the Property shall be approved by the regulatory governmental body having jurisdiction over such matters in Navarro County, Texas. No outside toilets shall be permitted. All septic tanks must be installed in accordance with Texas State Health Department standards.
5. All driveway culverts must be approved by the County Commissioner and be installed in accordance with the policies and regulations of Navarro County and the Texas Department of Transportation.
6. The Declarant shall retain an easement twenty (20) feet in width along the perimeter of said Property to be used for purposes of utilities. Exact location to be determined by the utility companies. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said Property not within the easement area as long as such lines do not hinder the construction of buildings on any Property hereunder.
7. No residence or building shall be located nearer to the side street line than 20 feet, or nearer to the side of Property line than 20 feet, or nearer to the rear Property line than 20 feet. No building shall be located nearer to the front Property line than 100 feet.
8. No commercial feedlot, dairy farm, high density swine or poultry operation are allowed on the Property. Livestock and domestic animals shown to be unruly, aggressive, or dangerous are prohibited.
9. No noxious or offensive trade or activity shall be carried on the Property, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. All household refuse, rubbish, trash, garbage or waste shall be kept, disposed or removed in a sanitary manner. Non-household refuse, rubbish, trash, garbage or junk, other than dead leaves and fallen limbs, shall not be permitted to remain exposed on the Property. Automobiles, recreational vehicles, trailers, boats or other similar vehicles, may be maintained, stored, or kept on the Property only if they (1) are exclusively for the private use of the Owner; and (2) are currently licensed and in working order.
10. The Navarro County Commissioner's Court, or any other applicable governmental bodies may have ordinances, land use requirements, or zoning requirements which apply to the Property.

11. Rural mail boxes shall comply with U.S. Postal specifications.
12. Any amendments to this Declaration must be approved by the Declarant. After all Tracts are sold by the Declarant, this Declaration may be amended at any time by the affirmative vote of 75% percent of the Owners. If more than one person is an Owner of a Tract, only one vote may be cast for the Tract.
13. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal, or unenforceable that shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Subject to paragraph 17 below, 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.
14. The Owner or occupant of a Tract agrees to strictly comply with this Declaration. Each Owner shall have the terms and conditions of this Declaration faithfully carried out and performed with reference to each and every Tract. Each Owner shall have the right to bring any suit or undertake any legal process that may be proper to enforce this Declaration, it being the intention that the terms and conditions contained herein shall attach to each Tract, without reference to when it was sold. The right to bring any suit or undertake any legal process shall inure to the Owner of each Tract and shall apply to all other Tracts, whether owned by the Declarant, its successors and assigns, or others. Failure by an Owner to enforce this Declaration is not a waiver.
15. The covenants and agreements contained herein shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns. Without limiting any of the provisions herein, the terms and conditions of this Declaration will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the Property.
16. This Declaration is enforceable by, and create burdens on, any owner of the Property, and shall not necessarily be the sole responsibility of the Declarant. The Declarant shall not have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, this Declaration.
17. The control authority of the Declarant shall automatically cease upon the date of sale of Declarant's last remaining Tract.
18. The terms and provisions of this Declaration will be interpreted and construed in accordance with their usual and customary meanings, and the parties expressly waive and disclaim any rule of law or procedure interpreting or construing this Declaration otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions in this Declaration must be interpreted or construed against the party whose attorney prepared this document or any draft hereof.

19. 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.

**Declarant:**

\_\_\_\_\_  
**Walter F Johnston**

\_\_\_\_\_  
**Stephanie Johnston**

**THE STATE OF TEXAS**

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**COUNTY OF NAVARRO**

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The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
by Walter f Johnston and Stephanie Johnston.

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NOTARY PUBLIC, STATE OF TEXAS

(Seal)