

**DECLARATION OF  
RESTRICTIONS AND PROTECTIVE COVENANTS**

**CHAPPELL HILL WEST SECTION I**

STATE OF TEXAS                                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WASHINGTON                   §

This **DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS** (this “**Declaration**”) is made by Dan Parker Family Limited Partnership, a Texas limited partnership (the “**Declarant**”).

**WHEREAS**, Declarant is the owner of all that certain real property known as Chappell Hill West Section I containing the tract of land described in **Exhibit “A”** hereto to be divided into seven tracts (the “**Property**”); and

**WHEREAS**, Declarant desires to adopt, create, and implement a uniform plan for the use, improvement and development of the tracts in the Property for the mutual benefit of the present and future owners.

**NOW, THEREFORE**, Declarant hereby declares 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. Declarant hereby adopts this Declaration of Restrictions and Protective Covenants in connection with the Property.

**ARTICLE ONE**

**DEFINITIONS**

- 1.1.   “**ACC**” shall mean the Architectural Control Committee.
- 1.2.   “**Declarant**” means Dan Parker Family Limited Partnership, a Texas limited partnership and its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Tracts in the undeveloped state but shall not include any purchaser of one or more developed Tracts.
- 1.3.   “**Declaration**” shall mean this Declaration of Restrictions and Protective Covenants.
- 1.4.   “**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 Tract out of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.5.   “**Property**” means the real property shown and described in Exhibit A hereto.

1.6. “**Tract**” shall mean any parcel or plat of land subdivided out of the Property and/or shown upon any recorded subdivision plat of the Property.

## **ARTICLE TWO**

### **ARCHITECTURAL CONTROL**

2.1. Declarant shall serve as the Architectural Control Committee (“**ACC**”) until the time Declarant feels it is appropriate to designate and appoint an the consisting of no less than three (3) qualified persons, which committee shall serve at the pleasure of the Declarant, after which such committee shall be appointed by majority vote of the Tract Owners, one vote for each of the original seven (7) Tracts (tie votes to be resolved in favor of those concurring voters holding the majority of acreage).

2.2. No residence building or other improvement shall be commenced, erected or maintained upon the Property nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of external design.

Given that the general intent of Declarant is that the motif and design of residential buildings on the Property be compatible with the “country setting,” this provision is included herein for the purpose of discouraging construction of residential buildings considered to be unconventional or extreme in design. So long as the plans and specifications for proposed residential buildings and other improvements be generally in accord with this motif and design, approval shall be granted within a two week period from receipt of all information requested by the ACC.

## **ARTICLE THREE**

### **EXTERIOR MAINTENANCE; TREE AND VEGETATION REMOVAL**

3.1. In the event an Owner of any Tract shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, as viewed from off premises, the Declarant or the ACC shall have the right, but not the obligation, through its agents and employees, to enter upon said tract and to repair, maintain and restore the Tract and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner which the Owner of the Tract, by purchasing the Tract, agrees to pay. No trash or other refuse may be thrown on or dumped on any Tract.

3.2. Other than to remove a tree damaged by weather conditions and for maintenance of vegetation, any removal of trees or vegetation on any Tract requires the prior, written approval of the ACC.

## **ARTICLE FOUR**

### **USE RESTRICTIONS**

4.1. All Tracts shall be used for single-family residential dwelling purposes only, subject to the right of a landowner to use for agricultural purposes as limited herein. The term “residential purposes” or any other term herein shall not be construed to permit barns, garages, tents, campers, trailers, offices, mobile homes, duplex houses, manufactured housing, recreational vehicles, or motor homes to be used for residential purposes, which usage is hereby expressly prohibited. No family homes as defined by Texas Property Code Section 202.003 shall be allowed. There shall be no temporary or permanent rental of the residence or any improvements on any Tract.

4.2. Only one residence shall be constructed or permitted to exist on each Tract (as denoted on the plat or as subdivided or consolidated in accordance with the provisions hereof). However, it shall be permissible for outbuildings, guest houses, summer kitchens, well houses, and porches (which have received prior written approval by the ACC) to be occupied for a period not to exceed thirty (30) days by members of the immediate family that owns the residence or by others related to such Owner such as parents, guests, or paid caretakers of the family living in and owning the residence or of the residence itself. Prior to construction, all such other buildings described in this section 4.2 shall be subject to the written approval and control of the ACC.

4.3. All septic tanks shall be permitted through the department of Washington County, Texas, responsible for such permitting, constructed and maintained in accordance with the standards specified by the State Department of Health and/or any other governmental agency whose rules and regulations govern installation and use of sewage disposal systems. No outdoor toilets or privies shall be erected on any Tract, except during the construction period. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto the Tract, roads, ditches, or adjoining Tracts, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid. 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.

4.4. Abandoned or junk cars, tractors or other vehicles are prohibited on any Tract or any part thereof. No Tract or any part thereof shall be used as a junk yard, wrecking yard, derelict car, truck or vehicle lot, or trailer park.

4.5. No structure of a temporary character shall be permitted upon any Tract or part thereof, including, but not limited to, mobile homes, manufactured homes, recreational vehicles, motorhomes, trailer houses, railroad cars of any type, automobiles, boxcars, cabooses, buses, and the like.

4.6. Boats, trailers, tractors, implements, and motorhomes are allowed but must be stored under a permanent covered area, like a storage facility or a barn, the construction of which is subject to the prior written approval of the ACC.

4.7. The main dwelling shall be constructed of no less than 1,200 square feet of covered ground floor living area, exclusive of open porches, patios, garages and other buildings. Conventional building methods and traditional architectural styles are to be utilized in all residential construction.

4.8. In the event a house is moved onto any Tract, it shall be completed and made habitable within ninety (90) days from the date it is placed on the Tract, to the effect that, among other things, the exterior shall within that period be renovated so as to place the house in an attractive state. Any plan to move such a house and the exterior features of such house must receive prior written approval by the ACC.

4.9. If an Owner of a Tract elects to erect a fence along either side or back of the Property, the fence shall conform in design, height, material, and dimension as the wooden fence along FM 2447 built by Declarant. The fence will be black in color. Declarant will provide the front fence parallel with FM 2447, but it will be the responsibility of each individual property Owner to complete each Tract's opening and an iron gate painted black. Maintenance and painting or staining, as applicable, of the front wooden fence will be each individual Tract Owner's responsibility.

4.10. If an Owner wishes to keep livestock on his or her Tract, the animals, pens, and other facilities will be managed to avoid offensive odors or becoming a nuisance to Owners of adjoining Tracts. A maximum of two cows and two horses shall be allowed on any Tract. No swine operations of any kind shall be kept or permitted on any Tract.

4.11. No Owner shall have the right to subdivide his or her Tract of land.

4.12. Residential buildings to be erected or placed on a Tract shall be finished with a wood, simulated wood, composition or masonry siding and wood shingle, composition, tile or metal roofing acceptable to and approved in writing by the ACC prior to construction. Outbuildings may be finished with similar siding and also with painted metal siding, excluding corrugated metal acceptable to and approved in writing by the ACC prior to construction. All residences and outbuildings shall be kept in good repair and in need and clean condition, and shall be painted and/or repaired when necessary to preserve the attractiveness of the building.

4.13. No signs, billboards, posters or advertising devices of any kind shall be erected on any lot in the subdivision with the exception of a "For Sale" sign not larger than six square feet and not more than four feet off of the ground.

4.14. No hazardous waste material of any kind shall be stored on the Property.

4.15. Only an antenna for receiving normal television signals shall be allowed on the Property. Such antennas must be located behind the rear wall or on a side wall of the main residential structure.

4.16. Due to the size of the lots, no firearms or explosives will be discharged on any part of the Property except for (a) the protection of human life, or (b) to eliminate animals that are predatory or a nuisance.

4.17. It is intended that this Declaration of Restrictions and Protective Covenants, together with other documents heretofore and hereafter to be filed or record, give notice that title to the mineral estate of each and all of the Tracts in the Property has been or will be severed from the surface estate and that, accordingly, individual Tract Owners will not have title to any of the mineral estate but will have title to only the surface estate. However, insofar as Declarant has the authority and right to provide, no oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Tract, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Tract. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Tract. Any prospecting, drilling, mining or production of minerals from the property shall be by operations conducted on adjoining or nearby lands through the drilling, operating, and maintaining of directional or horizontal wells on such adjoining or nearby lands. No additional pipelines will be allowed on the Property unless obtained by eminent domain proceedings.

## **ARTICLE FIVE**

### **LOCATION OF IMPROVEMENTS UPON THE TRACT**

No building or other improvements shall be located on any lot or Tract nearer than: (a) seventy-five feet (75') from FM 2447, or (b) twenty-five feet (25') from the side or rear lot line.

## **ARTICLE SIX**

### **EASEMENTS**

Easements for installation and maintenance of utilities are reserved by Bluebonnet Electric and other utility providers, and no structure of any kind shall be erected upon any of said easements.

## **ARTICLE SEVEN**

### **QUIET ENJOYMENT**

No noxious odors or offensive activities of any sort including loud noise shall be permitted. Anything done on any Tract that would be an annoyance or a nuisance to a neighbor shall not be permitted.

## **ARTICLE EIGHT**

### **GENERAL PROVISIONS**

8.1. Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

8.3. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Tract subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Tract Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Tract Owners. No amendment shall be effective until recorded in the County Clerk’s Office, Washington County, Texas, nor until the approval of any governmental regulatory body which has the authority to approve and for which approval must be obtained shall have been obtained.

8.4. Enforcement. To the extent allowed by law, the ACC is hereby granted standing and the right on behalf of Declarant or Owners of any Tract in the subdivision, but not the obligation, to take such steps as may be necessary to enforce these covenants and restrictions including the institution of an action at law or in equity.

Executed by the said Declarant, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

DAN PARKER FAMILY LIMITED PARTNERSHIP,  
a Texas limited partnership

By: Parker Business Trust U/T/A dated  
September 15, 1996, general partner

By: \_\_\_\_\_  
Dan L. Parker, Trustee

STATE OF TEXAS                   §  
  §  
COUNTY OF WASHINGTON       §

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020 by Dan L. Parker in his capacity as Trustee of the Parker Business Trust U/T/A dated September 15, 1996, the general partner of Dan Parker Family Limited Partnership, a Texas limited partnership, on behalf of and as the act and deed of such limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas