

## **Declaration of Restrictive Covenants**

**Date:** May 7, 2018

**Declarant:** NMN and NJN, LTD

**Declarant's Address:** 5500 CR 347, Granger TX

**Property:** All that certain 40.411 acre tract of land situated in the D PEREZ SURVEY ABSTRACT NO. 508, located in Williamson County, Texas, and being more particularly described by metes and bounds in "Exhibit A" attached hereto and made a part hereof for all purposes.

### **Definitions**

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Johnnie Joe Naizer, an individual, and any successor that acquires any unimproved Lots owned by Declarant and is named as successor in a recorded document.

"Declarant" means Rosanne Naizer, an individual, and any successor that acquires any unimproved Lots owned by Declarant and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown of record.

"Lot" means a portion of the land described in the attached "Exhibit A," which is owned in fee simple by an owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

### **Clauses and Covenants**

#### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the land described in the attached "Exhibit A" (herein after "Land"). All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the land described in the attached "Exhibit A" is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Land for the benefit of all Owners. The Covenants run with the Land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

4. All matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

5. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

6. Declarant is not liable for damage to landscaping or a Structure in an Easement of record. Declarant and each Easement holder may install, maintain, and connect facilities and utilities in any Easement of record. Declarant is not required to and has made no representations to install, maintain, and connect facilities and utilities in any Easement of record or otherwise.

## **B. Use and Activities**

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures, and agricultural and recreational use. Approved structures also include agricultural structures, including barns, machine storage sheds, grain storage and other ag use buildings. Recreational use includes camping (including but not limited to recreational vehicles and travel trailers), hunting, fishing and other outdoor enjoyment activities.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of -
  - i. Vehicles, except the following:

- a. Tractors, farm trucks, agricultural equipment and machinery
  - b. Boats and boat trailers
  - c. Other trailers
  - d. vehicles in a garage or Structure
  - e. or operable automobiles on a driveway;
  - f. Recreational vehicles or travel trailers,
  - g. Not more than one 18 wheeler truck, or
- f. any commercial or professional activity except reasonable home office use and agricultural business use; Owners are allowed to sale agricultural products.
- g. installing a mobile home, manufactured home, or manufactured housing on a Lot;
- h. no firing ranges shall be permitted for commercial use. Personal firing range for personal target practice with proper backstop will be allowed, and bird and deer hunting by licensed hunters in accordance with Texas hunting regulations.

### C. Construction and Maintenance Standards

#### 1. Lots

- a. *Subdivision Prohibited.* No Lot may be further subdivided to a lot size of less than five acres.

#### 2. Residences and Structures

- a. *Primary Residence.* Each lot shall consist of only one primary residence with a minimum of 1500 square feet. The primary residence shall be built and constructed prior to the construction of any guest house. Primary residence may include a barndominium with at least 1500 square feet of living space.
- b. *Outbuilding Requirements.* Non-habitable outbuildings are allowed (but not required) in addition to the primary residence. Examples of permitted outbuildings include: detached garages, storage buildings, gazebos, spas, workshops, greenhouses, or children's playhouses and non-habitable barns. Outbuildings may be constructed prior to, contemporaneously with, or after the primary residence has been constructed.
- c. *Guest Houses.* A guest house is permitted subject to the following provisions and all other provisions set forth in this document. Compatible masonry and exterior color choice with main house must be used for any guest house. Any guest house shall be a minimum of 500 square feet and shall be at least thirty percent smaller than the primary residence. In no case shall a guest house be larger than the primary

residence. A guest house may be constructed contemporaneously with or after the primary residence has been constructed, but not before. The primary residence shall be constructed and habitable prior to the final construction of any guest house.

d. *Required Area.* The main residence building constructed on a Lot shall contain a minimum of 1,500 square feet of contiguous air conditioned living space exclusive of open or screened porches, terraces, patios, driveways, carports, garages, or outbuildings (whether or not air conditioned).

e. *Location on Lot.* No Residence or Structure shall be construed within fifteen feet of the perimeter of any lot nor closer than 50 feet to any road

f. *Building Setbacks.* No building shall be located on any Lot nearer than fifty feet (50') to the front or rear lot lines, nor nearer than fifteen feet (15') to an interior side lot line.

3. *Building Materials for Residences and Structures*

a. *Installation of Septic.* All installation of septic-tank soil-absorption sewage-disposal systems shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas Department of Health and inspected and approved by a duly authorized agent of the Williamson County Health Department.

**D. General Provisions**

1. *Term.* This Declaration runs with the land for a period of ten years from the effective date of this document.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* 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.

4. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

5. *Notices.* 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.

Enforcement of these covenants and restrictions may be by proceedings at law or in equity

against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any lot or tract within the Property, or by the Declarants herein. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereunder.

These covenants, conditions and restrictions shall expire and be of no further force and effect after a period of ten (10) years from the effective date listed below.

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

Effective Date: 5/30/18

NMN & NJN, Ltd, a Texas limited partnership,  
BY: MGN & NJN Management Trust, General  
Partner

BY: Johnnie Joe Naizer

Johnnie Joe Naizer, Trustee

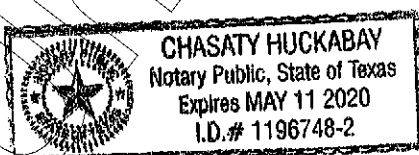
BY: Rosanne Naizer

Rosanne Naizer aka Rosanne Marie Naizer, Trustee

STATE OF TEXAS )

COUNTY OF WILLIAMSON )

This instrument was acknowledged before me on May 30<sup>th</sup>, 2018, by Johnnie Joe Naizer, Trustee of NMN & NJN, Ltd, a Texas limited partnership, General Partner of MGN & NJN Management Trust.

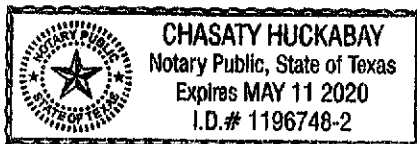


Chasaty Huckabay  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF WILLIAMSON )

This instrument was acknowledged before me on May 30th, 2018, by  
Rosanne Naizer aka Rosanne Marie Naizer, Trustee of NMN & NJN, Ltd, a Texas limited  
partnership, General Partner of MGN & NJN Management Trust.



A handwritten signature in black ink, appearing to read "Chasaty Huckabay", written over a horizontal line.

Notary Public, State of Texas

My commission expires: \_\_\_\_\_

After recording, please return to:

Rosanne Naizer  
5500 CR 347  
Granger TX

# EXHIBIT A



In Re: 40.411 Acres - Tract One  
Part of a called 20 Acre tract (Tract One) and  
Part of a called 60.978 Acre tract (Tract Two)  
Domingo Perez Survey  
Abstract No. 503  
Williamson County, Texas

All that certain tract or parcel of land situated in Williamson County, Texas, being a part of the Domingo Perez Survey, Abstract No. 503, being part of a called 20 Acre tract (Tract One) and part of a called 60.978 Acre tract (Tract Two) conveyed from Amalie Rabel to Mary Ann Wood by deed dated September 10, 1982, recorded in Vol. 888, Pg. 814 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows to wit:

**BEGINNING** at a found 1/2" iron rod on the south Right-of-way line of County Road 354, at the northeast corner of a called 62.036 Acre tract conveyed to Larry Johnny Stefek, et ux in Doc. No. 2008089306, for the common northwest corner of the said 60.978 Acre tract and of this tract;

**THENCE** S 82°30'31" E - 887.81 feet along the common line between the said 60.678 Acre tract and the said south Right-of-way line of County Road 354 to a set 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for the northeast corner of this tract;

**THENCE** entering the said 60.678 Acre tract and the said 20 Acre tract, respectively, for division for the following courses and distances:

S 16°28'48" W - 245.87 feet to a set 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for an interior ell corner of this tract;  
S 48°52'19" E - 230.51 feet to a set 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for an interior ell corner of this tract;  
S 68°57'49" E - 259.47 feet to a set 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for an exterior ell corner of this tract;  
S 14°21'21" W - 881.61 feet to a set 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for an interior ell corner of this tract;  
S 07°20'16" W - 253.94 feet to a set 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") on the common line between the said 20 Acre tract and a called 126.22 Acre tract conveyed to Karen Simeik in Doc. No. 1995038555, for the southeast corner of this tract;

Triad Surveying, Inc.  
Firm Registration No. 10007900  
P.O. Box 1489  
Rockdale, TX 76567  
(512) 446-3457

Project No. S17-142

**THENCE** N 85°26'06" W - 1108.44 feet along the common line between the said 20 Acre tract and the said 126.22 Acre tract to a found 6" wood fence corner post, on the east line of the said 62.036 Acre tract, at the northwest corner of the said 126.22 Acre tract, for the common southwest corner of the said 20 Acre tract and of this tract;

**THENCE** 04°35'35" E - 1619.19 feet along the common line between the said 20 Acre tract and the said 60.978 Acre tract, respectively, and the said 62.036 Acre tract to the **POINT OF BEGINNING** and containing within these metes and bound 40.411 Acres of land;

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 3<sup>rd</sup> day of October, 2017.

  
Bradley L. Lipscomb RPLS  


Triad Surveying, Inc.  
Firm Registration No. 10007900  
P.O. Box 1489  
Rockdale, TX 76567  
(512) 446-3457

Project No. S17-142



**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2018046500**

Pages: 9 Fee: \$49.00  
05/30/2018 01:02 PM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

Unofficial Document