

Welcome to  
Timber Oaks Addition  
Featuring:  
10 Acre Tracts  
Prices start at \$159,000  
Attached you will find the:  
Plat  
Inventory/price sheet  
Restrictions

Trees & More Trees! Wooded 10+ acre tract in Timber Oaks Addition, Tracts feature gorgeous heavily treed acreage. The restrictions allow for any like new materials INCLUDING BARNDOMINIUMS with NO HOA! There's a couple of clear areas to pick a spot and build your dream home in the country! Ideal for country living with a light commute, approx. 35 min West of Fort Worth; 20 min south of Decatur; minutes north of Springtown.



1286 CR 4698  
Boyd, TX 76023



# Timber Oaks Addition

Timber Oaks Ln

CR 4698

4698



The Platinum Real Estate Group  
**RYAN D. ZAMARRON**  
817.694.2067  
www.fb.me/RDZrealtor  
**Realtor**

CR 4698

4698

Tract 6  
10.15 AC

Tract 5  
10.01 AC

**SOLD**

Tract 4  
10.04 AC

Tract 3  
10.01 AC

**SOLD**

Tract 2  
10.01 AC

**SOLD**

Tract 1  
10.01 AC

**Under Contract**

Property lines & acreage sizes are approx.



## Seller Preferred Terms for Contract

- Mortgage Pre-Approval Letter or Proof of Funds from a financial institution preferred.
- Use Unimproved Property Contract.
- Seller Name: Kristi Kay Frazier Special Needs Trust
- Seller preferred Title Company  
Guardian Title-  
451 US-380 #1, Decatur 76234  
Amy Ingram, Escrow Officer 940.627.5888
- Option Periods over 10 days in length will need to be given special consideration and the amount will be negotiated depending on the buyer/seller circumstances.
- Contingent Offers: Provide address of property being sold by buyer, status of property (Active/Under Contract) if U/C provide information as to where the contract is along in the process.

PLEASE: Email Offers, Signed Disclosures, Lender Letter/Proof of Funds to  
[ryan@theplatinumgrouptx.com](mailto:ryan@theplatinumgrouptx.com) [krystle@zfamilycircus.com](mailto:krystle@zfamilycircus.com)

\*\*\* Guidelines above are suggestions only and not mandates.



**Declaration of Restrictive Covenants**  
**61.10 Acres T & P RR Co. Survey No. 27, Abst. 850**  
**and the W.V. Yeager Survey, Abst. 919**  
**Wise County, Texas**

**Basic Information**

Date: August 1, 2018

Declarant: Everett B. Frazier, Trustee of Kristi Kay Frazier Special Needs Trust

Declarant's Address: 8659 White Settlement Rd., Fort Worth, Texas 76108

Property: All that certain property described on Exhibit A attached hereto and made a part hereof for all intents and purposes, located in Wise County, Texas.

**Definitions**

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

"Declarant" means Kristi Kay Frazier Special Needs Trust. and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and ingress-egress.

"Lot" means each tract of land designated as a lot shown on the attached Exhibit.

"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.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

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

"Subdivision" means the Property covered in the Exhibit and any additional property made subject to this Declaration.

"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 Property. All Owners and other occupants of the property by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Property is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, an 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.

### **B. Easements**

1. The Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
2. 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.
3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

### **C. Use and Activities**

1. All lots shall be used for single family residential purposes only.
2. No trade or business of any type shall be carried on upon any Lot, nor shall anything be done on any lot which may be noxious or offensive or which may become an annoyance or nuisance to the neighborhood.
3. If subject lot is ten acres or more, then up to (1) horse or cow per acre, five (5) sheep or goats, three (3) dogs, and no more than a combined head of thirty (30) total fowl (i.e., chickens, turkeys, ducks, etc.) are allowed. No commercial kennels are allowed. No swine allowed on any tract. Grazing will be allowed in front of primary structure.
4. Any filling or obstruction of the floodway or drainage easement is prohibited.
5. All inoperative or unregistered motor vehicle(s) and/or machinery and/or equipment shall be kept behind the primary structure in outbuildings. All vehicles must be parked on designated driveways. Recreation vehicles must be stored in an enclosure behind the primary residence.

## **D. Construction and Maintenance Standards**

1. The dwelling size of the main residential structure on each lot shall be not less than Eighteen Hundred (1,800) square feet.
2. All propane tanks must be behind primary structure and not visible from street or adjoining lots.
3. No structure shall be located within forty (40) feet of the street.
4. Outbuildings (barns, stalls, tool sheds, antennas, and all other buildings) shall be of new construction and must be located a minimum of thirty (30) feet behind the primary structure.
5. No structure of a temporary character (trailer, mobile home, basement, tent, shack, garage or other outbuilding) shall be used on the property at any time as a residence, either temporarily or permanently, except for the sales trailer used by the developer.
6. No move-in homes or move-in garages shall be placed on the property.
7. No garbage shall be kept except in sanitary containers. No tract or part thereof shall be used or maintained as a dumping ground for rubbish or trash. The resident shall not burn household garbage or trash. Lots must be kept free of debris, trash and garbage.
8. All fencing must be well maintained.
9. No structure shall be placed any closer to any property line than the property line easements and setbacks referred to on the plat.
10. Residents must maintain and mow all the property to the edge of any road adjacent to their property.
11. Deed restrictions may be enforced by District Court and an enforcement action may be brought by any property owner in this subdivision.
12. No more than one home on each 10-acre tract unless approved by Wise County.
13. The maintenance for the private drive known as Timber Oaks Lane will be the responsibility of the Homeowner's.

## **E. General Provisions**

1. Term. This Declaration runs with the land and is binding in perpetuity.
2. No Waiver. Failure by an Owner to enforce this Declaration is not a waiver.
3. Correction. 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. Amendment. This Declaration may be amended at any time by the affirmative vote of sixty-seven percent (67%) of the Owners.

5. 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.

6. 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.

7. Annexation of Additional Property. Should Declarant desire to subject additional property to this Declaration, Declarant may record an annexation agreement that will impose this Declaration and the Covenants on that Property.

8. Presuit Mediation. As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

9. Variances. The developer reserves the right to provide variance on any items listed in this set of restrictions.

Executed this 1<sup>st</sup> day of August, 2018

Kristi Kay Frazier Special Needs Trust

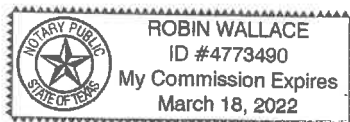
By: \_\_\_\_\_

Everett B. Frazier, Trustee

#### ACKNOWLEDGMENT

STATE OF TEXAS       §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 1<sup>st</sup> day of August, 2018 by Everett B. Frazier, Trustee of Kristi Kay Frazier Special Needs Trust.



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

After recording return to:  
Kristi Kay Frazier Special Needs Trust  
8659 White Settlement Rd.  
Fort Worth, TX 76108

## EXHIBIT A

A 81.23 acre tract of land in the T & P RR Co. Survey No. 27 A-850 and the W. V. Yeager Survey A-919, Wise County, Texas and being the same tract of land described as part of tracts four and six and all of tracts three and five in deed to Dikes Family Living Revocable Trust recorded in Volume 1112, Page 565, Official Public Records, Wise County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in County Road No. 4698 and in the east line of the Wm. Naill Survey A-653 for the northwest corner of the T & P RR Co. Survey No. 29 A-842 and for the southwest corner of said Survey No. 27 and for the southwest corner of said Dikes tract four;

THENCE North 00°50'43" East with said County Road 1638.01 feet to a point in the east line of the John Caison Survey A-183 and in the west line of said Survey No. 27 for the southwest corner of a tract of land described in deed to James Muirheid, Sr. recorded in Volume 1184, Page 567, Official Public Records, Wise County, Texas from which a one inch iron pipe found bears South 88°58'47" East 24.55 feet;

THENCE South 88°58'47" East at 24.55 feet pass said iron rod found in the east line of said County Road as fenced and continuing with the general course of a fence in all 2170.61 feet to a four inch iron post in the west line of a tract of land described in deed to Joyce Aaron recorded in Volume 168, Page 640, Real Records, Wise County, Texas and in the east line of said Dikes tract six for the southeast corner of said Muirheid tract;

THENCE South 00°37'26" East with the general course of a fence 1592.32 feet to a split cross tie fence corner in the north line of said Survey No. 29 and in the south line of said Yeager Survey for the southwest corner of a tract of land described in deed to William Rogers recorded in Volume 1824, Page 188, Official Public Records, Wise County, Texas and for the southeast corner of said Dikes tract three;

THENCE South 89°49'12" West with the general course of a fence at 2175.90 feet pass a ten inch post in the east line of said County Road and continuing in all 2211.78 feet to the POINT OF BEGINNING.

Containing 81.23 acres of which approximately 0.94 acres are within County Road No 4698.



## EXHIBIT A, Continued

### SAVE AND EXCEPT:

A 20.13 acre tract of land in the T & P RR Co. Survey No.27 A-850, Wise County, Texas and being part of a tract of land described in deed to Kristi Kay Frazier Special Needs Trust recorded in File No.201604657, Official Public Records, Wise County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in County Road No. 4698 and in the east line of the Wm. Naill Survey A-653 and for the northwest corner of T & P RR Co. Survey No.29 A-842 and for the southwest corner of said Survey No. 27;

THENCE North 00°50'43" East with the west line of said Survey No. 27 a distance of 1578.01 feet to a point in the east line of the John Caison Survey A-183 from which the northwest corner of said Frazier tract bears North 00°50'43" East 60.00 feet and from which an iron rod set bears South 88°58'47" East 30.00 feet;

THENCE South 88°58'47" East at 30.00 feet pass said iron rod set and continuing in all 558.00 feet to an iron rod set for corner;

THENCE South 00°50'43" West 1566.32 feet to an iron rod set in the north line of said Survey No.29 and in the south line of said Survey No. 27;

THENCE South 89°49'12" West at 528.09 feet pass an iron rod set and continuing in all 558.09 feet to the POINT OF BEGINNING.

and designated herein as LOTS 1 THRU 9, TIMBER OAKS SUBDIVISION to Wise County, Texas.