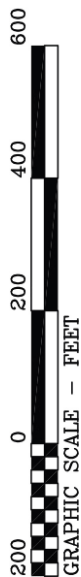


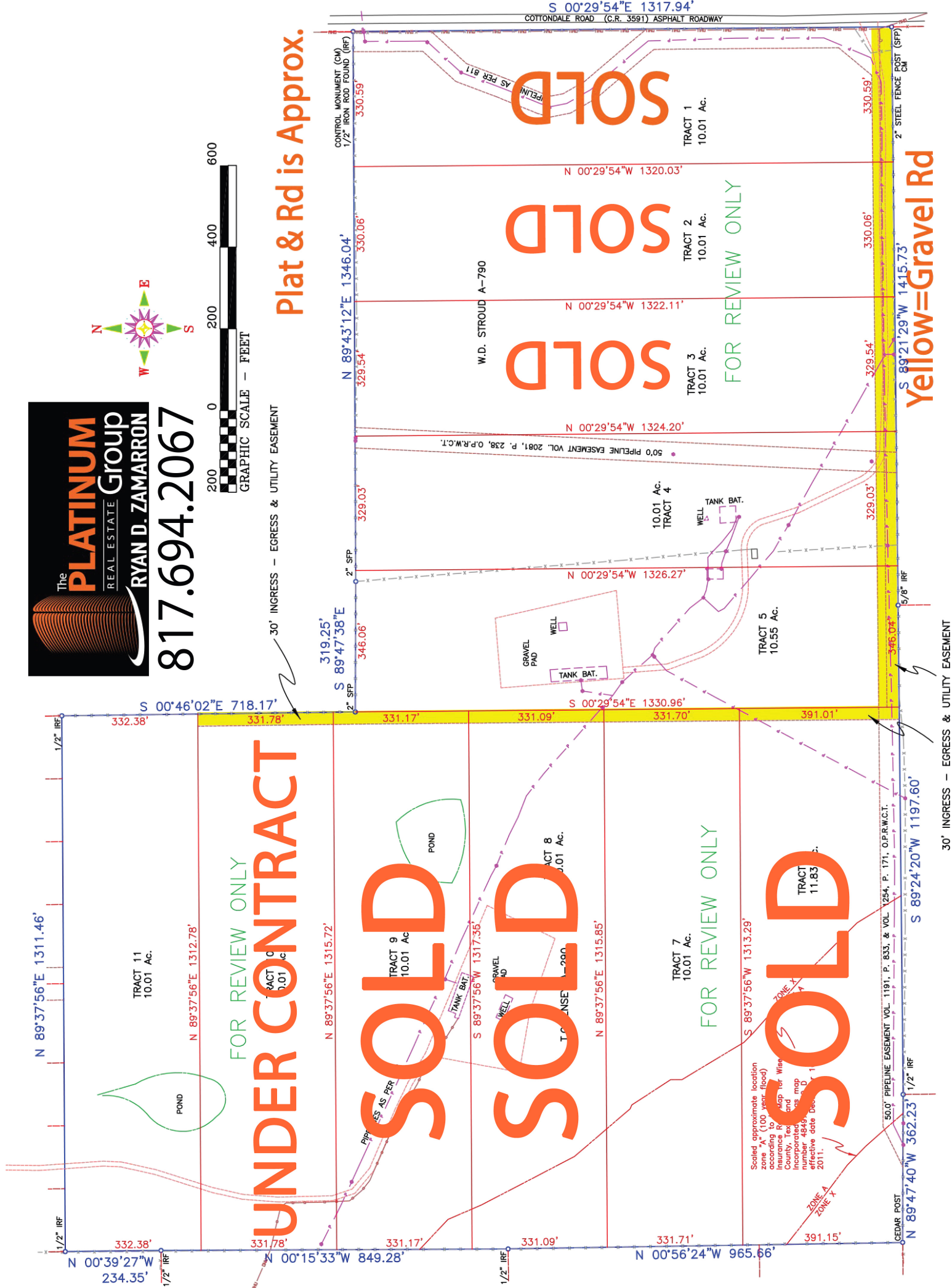
Welcome to  
Keeter Springs Addition  
Featuring:  
10 Acre Tracts  
Prices start at \$139,000  
Attached you will find the:  
Plat  
Inventory/price sheet  
Restrictions

This 10+ acre tract is a variety of character: scattered trees, open pasture, a tank, and frequent wildlife make for a beautiful and diverse tract of land. This land is currently Ag exempt and the restrictions allow for any like new materials INCLUDING BARNDOMINIUMS! Located just off well-known Cottdale Rd, approx. 40 minutes to FW, 20 minutes South of Decatur and minutes north of Springtown. Ideal for country living with a light commute.

From Springtown, go North on Hwy 51. Turn Left on CR 3696. Turn South on CR 3591 aka Cottdale Rd. Approx a quarter-mile turn right on Keeter Springs Rd (gravel rd) and continue West.



# Plat & Rd is Approx.



*Rector*

**Declaration of Restrictive Covenants  
112.49 Acres T.C. Ensey Survey, Abst. 290  
and the W.D. Stroud Survey, Abst. 790  
Wise County, Texas**

**Basic Information**

Date: July 26, 2018

Declarant: Everett B. Frazier, Secretary of Knabe Investments, Inc.

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 Knabe Investments, Inc. 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.

201810317

COV

08/29/2018 09:46:35 AM Total Pages: 8 Fee: 50.00

Sherry Lemon, County Clerk - Wise County, Texas



## **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, 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.

### **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 Two Thousand Two-Hundred (2,200) 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. Tracts 2-11 - No more than one home on each 10-acre tract unless approved by Wise County.
13. Tract 1 – may be subdivided into 10 1-acre tracts for residential homesites. Homes must contain a minimum of 2,000 square feet.

#### **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 26<sup>th</sup> day of July, 2018

Knabe Investments, Inc.

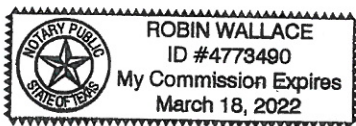
By: \_\_\_\_\_

Everett B. Frazier, Secretary

#### ACKNOWLEDGMENT

STATE OF TEXAS           §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 26<sup>th</sup> day of July, 2018 by Everett B. Frazier, Secretary of Knabe Investments, Inc.



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

After recording return to:  
Knabe Investments, Inc.  
8659 White Settlement Rd.  
Fort Worth, TX 76108



## **EXHIBIT "A"**

**BEING 129.87 acres out of the T. C. Ensey Survey, Abstract No. 290 and the W. D. Stroud Survey, Abstract No. 790, Wise County, Texas and being that certain tract conveyed to Keeter-Spring Investments, LLC by deed recorded in Document Number 201611385 of the Official Records of Wise County, Texas and being more particularly described as follows:**

**BEGINNING at a 1/2 inch iron rod, found in place, on the south line of County Road 3696, said point being the Northwest corner of that certain tract conveyed to E. L. Gibson and Norma R. Gibson by deed recorded in Volume 535, Page 787 of the Real Records of Wise County, Texas, and being the Northeast corner of said Ensey Survey, for the most Northerly Northeast corner of this tract;**

**THENCE S 00D 46' 30" E, generally along an existing fence and along and with the West line of said Gibson tract, a distance of 1291.91 feet to a two inch pipe fence post, found in place, said point being the Southwest corner of said Gibson tract, for an ell corner of this tract;**

**THENCE S 89D 42' 31" E, generally along an existing fence and along and with the South line of said Gibson tract, a distance of 318.96 feet to a fence post, for an angle point of this tract;**

**THENCE N 89D 42' 46" E, generally along an existing fence and along and with the South line of said Gibson tract, a distance of 1346.24 feet to a 1/2 inch iron rod, found in place, on the West line of Cottdale Road, said point being the Southeast corner of said Gibson tract, for the most Southerly Northeast corner of this tract;**

**THENCE S 00D 28' 42" E, along and with the West line of said Cottdale Road, a distance of 1317.95 feet to a fence post, found in place, said point being the Northeast corner of that certain tract conveyed to Larry P. Cozart and Debra A. Cozart by deed recorded in Volume 969, Page 839 of the Official Records of Wise County, Texas, for the Southeast corner of this tract;**

**THENCE S 89D 21' 29" W, along and with the North line of said Cozart tract, a distance of 1415.27 feet to a 5/8 inch iron rod, found in place, said point being the Northeast corner of that certain tract conveyed to Bonnie L. Tyler by deed recorded in Volume 1903, Page 729 of the Official Records of Wise County, Texas, said point being the Northwest corner of said Cozart tract, for an angle point of this tract;**

**THENCE S 89D 23' 54" W, along and with the North line of said Tyler tract, a distance of 1197.28 feet to a 1/2 inch iron rod, found in place, said point being the Northeast corner of that certain tract conveyed to Richard Lee Berryhill and Thressa Berryhill by deed recorded in Volume 1139, Page 270 of the Official Records of Wise County, Texas, for an angle point of this tract;**

**THENCE S 89D 59' 23" W, along and with the North line of said Berryhill tract, a distance**

of 363.35 feet to a cedar post, found in place, said point being the Southeast corner of that certain tract conveyed to Patricia Neal by deed recorded in Volume 1850, Page 247 of the Official Records of Wise County, Texas, for the Southwest corner of this tract;

THENCE N 00D 53' 39" W, generally along an existing fence and along and with the East line of said Neal tract and continuing along and with the East line of that certain tract conveyed to David Sheets and Pamela R. Sheets by deed recorded in Volume 1101, Page 540 of the Official Records of Wise County, Texas, continuing along and with the East line of that certain tract conveyed to Charles Albert Graham by deed recorded in Document Number 201501119 of the Official Records of Wise County, Texas, a distance of 966.98 feet to a 1/2 inch iron rod, found in place, said point being the Southeast corner of that certain tract conveyed to Ronald Paul Hentschel, Jr. and Kristen Nicole Silhavy by deed recorded in Document Number 201706266 of the Official Records of Wise County, Texas, for an angle point of this tract;

THENCE N 00D 15' 31" W, generally along an existing fence and along and with the East line of said Hentschel and Silhavy tract, a distance of 848.95 feet to a 1/2 inch iron rod with cap, found in place, said point being the Southeast corner of that certain tract conveyed to Ronald P. Hentschel, Jr. and Jennifer A. Hentschel by deed recorded in Volume 1651, Page 552 of the Official Records of Wise County, Texas, for an angle point of this tract;

THENCE N 00D 40' 41" W, generally along an existing fence and along and with the East line of said Hentschel tract, a distance of 413.86 feet to a 1/2 inch iron rod, found in place, said point being the Southeast corner of that certain tract conveyed to Kevin W. and Kristen A. Belcher by deed recorded in Volume 2135, Page 521 of the Official Records of wise County, Texas, for an angle point of this tract;

THENCE N 00D 47' 41" W, generally along an existing fence and along and with the East line of said Belcher tract, a distance of 401.65 feet to a one inch pipe found in place, on the South line of said County Road 3696, said point being the Northeast corner of said Belcher tract, for the Northwest corner of this tract;

THENCE N 89D 55' 13" E, along and with the South line of said County Road 3696, a distance of 1311.49 feet to the place of beginning and containing 129.87 acres.



**SAVE AND EXCEPT:**

BEING 17.38 acres out of the T. C. Ensey Survey, Abstract No. 290, Wise County, Texas and being that certain tract conveyed to by deed recorded in Document Number of the Official Records of Wise County, Texas and being more particularly described as follows:

BEGINNING at a ½ inch iron rod, found in place, on the South line of County Road 3696, said point being the Northwest corner of that certain tract conveyed to E.L. Gibson and Norma R. Gibson by deed recorded in Volume 535, Page 787 of the Real Records of Wise County, Texas, and being the Northeast corner of said Ensey Survey, for the Northeast corner of this tract;

THENCE S 00D 46' 30" E, along and with the West line of said Gibson tract, a distance of 574.09 feet to a ½ inch capped "RPLS 2190" iron rod, set, for the Southeast corner of this tract;

THENCE S 89D 37' 57" W, a distance of 1311.59 feet to a ½ inch capped "RPLS 2190" iron rod, set, on the East line of that certain tract conveyed to Ronald P. Hentschel Jr. and Jennifer A. Hentschel by deed recorded in Volume 1651, page 552 of the Official Records of Wise County, Texas, for the Southwest corner of this tract;

THENCE N 00D 40' 41" W, along and with the East line of said Hentschel tract, a distance of 179.03 feet to a ½ inch iron rod, found in place, said point being the Northeast corner of said Hentschel tract and being the Southeast corner of that certain tract conveyed to Kevin W. and Kristen A. Belcher by deed recorded in Volume 2135, Page 521 of the Official Records of Wise County, Texas, for an angle point of this tract;

THENCE N 00D 47' 41" W, along and with the East line of said Belcher tract, a distance of 401.65 feet to a one inch pipe, found in place, on the South line of said County Road 3696, said point being the Northeast corner of said Belcher tract, for the Northwest corner of this tract;

THENCE N 89D 55' 13" E, along and with the South line of said County Road 3696, a distance of 1311.49 feet to the place of beginning and containing 17.38 acres of which 0.34 acres is dedicated for public right of way for County Road 3696.

## FILED AND RECORDED

**Instrument Number: 201810317**

Filing and Recording Date: 08/29/2018 09:46:35 AM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the RECORDS of Wise County, Texas.



A handwritten signature in cursive script that reads "Sherry Lemon".

Sherry Lemon, County Clerk  
Wise County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE. DO NOT DESTROY - This document is part of the Official Record.

Deputy: Sarah Enochs

## Seller Preferred Terms for Contract

- Mortgage Pre-Approval Letter or Proof of Funds from a financial institution preferred.
- Use Unimproved Property Contract.
- Seller Name: Knabe, Inc
- 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.

