

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT  
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: December 16, 2020 GF No. \_\_\_\_\_

Name of Affiant(s): Robert Cunningham, Deborah Cunningham

Address of Affiant: 6059 VZ County Road 2602, Mabank, TX 75147

Description of Property: \_\_\_\_\_

County Van Zandt, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of TX, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")  
**owners on record**

2. We are familiar with the property and the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since October 10, 2020 there have been no:  
a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;  
b. changes in the location of boundary fences or boundary walls;  
c. construction projects on immediately adjoining property(ies) which encroach on the Property;  
d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below): none

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

Robert Cunningham  
12/16/2020 9:44:13 PM EST  
Deborah Cunningham  
12/16/2020 9:44:13 PM EST

SWORN AND SUBSCRIBED this \_\_\_\_\_ day of \_\_\_\_\_,

Notary Public

(TXR-1907) 02-01-2010



**Restrictions:**

This conveyance is further expressly made subject to the following restrictive covenants ("the Restrictions"):

1. The Property will not be subdivided into smaller lots.
2. No house trailers, mobile homes, modular homes, pre-fabricated homes, prefabricated storage buildings, shipping containers, permanently installed recreational vehicles, or any temporary residential or storage structure of any kind will be erected or moved onto any part of the Property.
3. No building will be located on the Property nearer than 150 feet from any public road, or nearer than 50 feet from any other boundary line of the Property.
4. No more than one residence and two accessory buildings may be constructed on the Property.
5. Any residence constructed on the Property must measure a minimum of 1,400 square feet, exclusive of porches and garages. All material must be new or like new, and of a permanent type.
6. Any residence on the Property must be constructed with an exterior that consists of at least 60% masonry.
7. Any accessory building on the Property must be constructed on a permanent slab foundation.
8. Each building erected on the Property must have its exterior completed within six (6) months after breaking ground.
9. The Property must not be used to keep or breed any hogs, pigs, sheep, goats, dogs, or chickens for commercial use. No more than one grazing animal, including horses, may be kept per acre of the Property. All animals kept on the Property must be maintained and cared for using the highest standards of animal husbandry.
10. No noxious or offensive trade or activities, including but not limited to slaughter houses or feed lots, will be maintained on the Property, nor will anything be done on the Property which may be or become an annoyance, nuisance or danger to others.
11. No inoperative or junk automobile, household appliance, rubbish, or anything of an unsightly nature will be kept on the Property, nor will any part of the Property be used for dumping trash or garbage.
12. Any automobile kept on the Property must be in running condition and have its tires inflated.

13. No semi-trucks, trailers, large or small construction trucks (cement, bull-dozers, cranes, etc.) will be stored or maintained on the Property, except for the construction and delivery of materials during construction.

14. All septic systems must be constructed according to current standards as established by State and County laws and regulations.

15. No part of the Property will be used for any business or commercial enterprise open to the public.

16. No sign will be displayed to the public view on the Property, except that: (i) any builder, during the time a residence is being constructed upon the Property, may utilize one professional sign (of not more than nine square feet in size) per tract for advertising and sales purposes; (ii) thereafter, a dignified "for sale" or "for rent" sign (of not more than nine square feet in size) may be utilized by the owner of the tract for the applicable sale or rent situation.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee, by accepting this deed, stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee, and the Affected Property Owners. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

#### **Affected Property Owners:**

~~The Affected Property Owners are the owners of any portion of the property conveyed from Joseph A. Nelson, and wife Helen R. Nelson, to Joshua Wycough, by that Warranty Deed with Vendor's Lien dated May 4, 2007, and recorded as Document No. 2007-00004589, Vol. 2230, Pg. 646, in the Deed Records of Van Zandt County, Texas.~~

#### **Term of Restrictions:**

The Restrictions are effective for a term of 25 years beginning on \_\_\_\_\_. The term will thereafter automatically be extended for successive extension terms of 15 years, unless all of the Affected Property Owners release all or some of the Restrictions by executing an sworn agreement for such purpose, and file said agreement at least two years before the expiration of the first 25 year period or any 15 year extension term.

**No Waiver for Delay:**

It is not a waiver of any right under any Instrument evidencing the Restrictions or consent to a violation of a particular Restriction if any Affected Property Owner fails to declare immediately a violation or delays in taking any action, and no waiver will be implied for such delay.

**Attorneys Fees in Enforcement of the Restrictions:**

Grantee agrees to pay reasonable attorney's fees, and court and other costs of enforcing the Restrictions, if Grantor or any Affected Property Owner employs an Attorney to enforce the Restrictions.

**Grantee's Acceptance of Deed:**

We, \_\_\_\_\_ and \_\_\_\_\_, Grantees, accept the attached deed and consent to its form and substance. Grantees acknowledge that the terms of the deed, including the Restrictions and the Term of Restrictions, conform with Grantees intent and that they will control in the event of any conflict with the contract Grantees signed regarding the Property described in the deed.

\_\_\_\_\_  
\_\_\_\_\_  
STATE OF TEXAS, §  
COUNTY OF VAN ZANDT §

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
STATE OF TEXAS, §  
COUNTY OF VAN ZANDT §

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by \_\_\_\_\_.

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

**PREPARED IN THE OFFICE OF:**

WYNNE & WYNNE  
137 West James Street  
Wills Point, Texas 75169  
Phone: (903) 873-2531  
Fax: (903) 873-3450

**AFTER RECORDING RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### TRACT III

Being a tract of land situated in the Joseph J. Finley 221 acre Survey, Abstract No. 270, Van Zandt County, Texas, same being a portion of that tract of land conveyed to Josh Wycough and Lindsey Ann Wycough, a married couple, by deed recorded in Document No. 2018-005910, Official Public Records, Van Zandt County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod found for corner, said corner being the Northeast corner of that tract of land conveyed to Leonard R. McDonald a/k/a Leonard Ray McDonald, et ux Laura E. McDonald, by deed recorded in Volume 1276, Page 893, Deed Records, Van Zandt County, Texas, same being along a South line of that tract of land conveyed to Billy E. Damuth, II, a married male as his sole and separate property, 40% interest, David D. Damuth, a married male as his sole and separate property, 40% interest, Dylan Dan Damuth, a single man as his sole and separate property, 10% interest, and Madison Ann Damuth, a single female as her sole and separate property, 10% interest, by deed recorded in Document No. 2019-009556, Official Public Records, Van Zandt County, Texas;

THENCE North 86 degrees 48 minutes 29 seconds East, along said South line of said Damuth tract, a distance of 500.85 feet to a 1/2 inch iron rod found for corner, said corner being a Southeast corner of said Damuth tract, and being the POINT OF BEGINNING of the herein described tract;

THENCE North 03 degrees 11 minutes 40 seconds West, along the East line of said Damuth tract, a distance of 1,081.38 feet to a 1/2 inch iron rod found for corner, said corner being an "ell" corner of said Damuth tract;

THENCE North 86 degrees 25 minutes 21 seconds East, along a South line of said Damuth tract, a distance of 597.90 feet to a 1/2 inch iron rod found for corner;

THENCE South 21 degrees 11 minutes 25 seconds East, along a West line of the remainder of said Wycough tract, a distance of 506.77 feet to a point for corner;

THENCE South 05 degrees 14 minutes 44 seconds East, along a West line of said remainder tract, a distance of 583.29 feet to a fence post found for corner;

THENCE North 86 degrees 19 minutes 05 seconds East, along a South line of said remainder tract, a distance of 16.47 feet to a fence post found for corner;

THENCE South 49 degrees 36 minutes 58 seconds East, along a Southwest line of said remainder tract, a distance of 495.72 feet to a fence post found for corner;

THENCE South 33 degrees 36 minutes 13 seconds East, along a Southwest line of said remainder tract, a distance of 50.92 feet to a point for corner, said corner being along the centerline of County Road 1653 (public right-of-way), same being along the Northwest line of that tract of land conveyed Gerald L. Mitchell, by deed recorded in Document No. 2014-003907, Official Public Records, Van Zandt Count, Texas, and being the beginning of a curve to the left, having a radius of 1,684.44 feet, a delta of 21 degrees 46 minutes 58 seconds, and a chord bearing and distance of South 47 degrees 23 minutes 28 seconds West, 636.54 feet;

THENCE along said curve to the left, along said centerline of County Road 1653, an arc distance of 640.39 feet to a point for corner;

THENCE North 72 degrees 21 minutes 00 seconds West, over and across said Wycough tract, a distance of 750.00 feet to a point for corner;

THENCE North 01 degrees 22 minutes 13 seconds West, over and across said Wycough tract, a distance of 502.55 feet to the POINT OF BEGINNING and containing 1,431,554 square feet or 32.86 acres of land.