

# DECLARATION OF RESTRICTIVE COVENANTS OF SERENGETI ESTATES

This DECLARATION OF RESTRICTIVE COVENANTS OF SERENGETI ESTATES ("Declaration") is made effective upon its recording in the Official Records of Milam County, Texas, by the owners of the real property described herein.

WHEREAS, the undersigned owners are the current owners of all of the real property known as Serengeti Estates, according to plat of Lochow Subdivision #1, recorded in Cabinet A, Slide 163-A, Plat Records of Milam County, Texas ("Property"). The undersigned owners' individual tracts or parcels are described in Exhibit "A", attached hereto and made a part hereof.

WHEREAS, the undersigned owners now desire to place certain restrictions, easements, covenants, conditions, stipulations and reservations contained in this Declaration upon and against the Property in order to establish a uniform plan for its development and improvement, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Lots (as such terms are defined herein) in the Property.

NOW THEREFORE, the undersigned owners hereby adopt, establish and impose upon the Property the following reservations, easements, restrictions, assessments, liens, covenants and conditions which shall run with the land and title or interest therein, or any part thereof, and shall inure to the benefit of each Owner in the Property as a whole, whether or not set out in full or incorporated by reference in any deed or other instrument of conveyance.

#### Definitions

- "ACC" means the Architectural Control Committee established in this Declaration.
- "Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.
- "Association" means SERENGETI ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, its successors and assigns
- "Board" means the Board of Directors of the Association.
- "Bylaws" means the Bylaws of the Association adopted by the Board.
- "Common Area" means all property within the Subdivision not designated as a Lot on the plat and that has not been accepted for maintenance by the applicable governmental body.
- "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.
- "Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.
- "Governing Documents" means this Declaration and the Certificate of Formation, Bylaws, Rules of the Association, and Standards of the ACC, as amended.

Declaration of Restrictive Covenants of Serengeti Estates

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- "Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area, and any portion of a Reserve tract within the Property which is annexed by recorded instrument to be subject to the Declaration, now or in the future.
- "Member" means Owner.
- "Owner" means every record Owner of a fee interest in a Lot.
- "Plat" means the Plat of the Property recorded in Cabinet A, Slide 163-A, Plat Records of Milam County, Texas, and any replats or amendments thereto.
- "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 by the Plat 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

## Imposition of Covenants

- 1. The undersigned owners impose the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
- 2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision 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 the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, or injunctive relief.

## B. Plat and Easements

- 1. The Plat, 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. No Easement holder is liable for damage to landscaping or a Structure in an Easement.
- 4. Each Easement holder may install, maintain, and connect facilities in the Easements.

### C. Use and Activities

- 1. Permitted Use. A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.
  - 2. Prohibited Activities. Prohibited activities are
    - a. any activity that is otherwise prohibited by the Governing Documents;
    - b. any illegal activity;
    - any nuisance or noxious or offensive activity;
    - d. any dumping of rubbish;
    - e. any storage of-
      - I. building materials except during the construction or renovation of a Residence or a Structure;
      - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
      - iii. unsightly objects unless completely shielded by a Structure;
    - f. any exploration for or extraction of minerals;
    - g. any keeping or raising of animals, livestock, or poultry, except for the following: (I) common domesticated household pets, such as dogs and cats, not to exceed four (4), confined to a yard or within the Residence; (ii) horses on tracts of five (5) acres or larger, but only with approval of the Architectural Control Committee; and (iii) chickens kept for personal use and confined to a chicken coop; requests for exceptions to this prohibited activity have to be submitted and may be approved by the ACC;
    - h. any commercial or professional activity except reasonable home office use which does attract or draw customers or vendors to the residence;
    - I. the renting of a portion of a Residence or Structure;
    - j. the drying of clothes in a manner that is visible from any street;
    - k. the display of any sign except one not more than five square feet, advertising the Lot for sale or rent which must be posted on the gate or in front of the main gate. No garage sale signs shall be permitted;

- installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- interfering with a drainage pattern without written ACC approval;
- hunting and shooting is not prohibited as long as bullets or projectiles remain at the homeowners property and such activity is not annoying to the neighbors;
- p. occupying a Structure that does not comply with the construction standards of a Residence;
- q. leaving garbage cans and containers out where they are visible from the street;
- out door lights which would be annoying to neighbors because of their placement or brightness;
- parking a motorhome on the front of any lot, except for visitors staying one week or less in any one month, without written ACC approval;
- t. allowing any loud or annoying activities to be conducted on any lot;
- u. permitting any activity or condition to exist which does not preserve the aesthetics associated with the lakes;
- v. construct any building, structure, or feature of any kind without complying with the statutes, rules, ordinances, and regulations imposed by the Statute of Texas, Milam County, or any other entity which has jurisdiction over buildings, structures, or features which is to be constructed on the property;
- mowers, utility trailers, boats, and off-road vehicles shall not be parked so they are visible from the street without written ACC approval;
- x. exotic animals on Serengeti Estates cannot be harvested or interfered with without the written permission of the ACC. Owners shall control all dogs so they do not chase, threaten, or disturb the exotic game.

## D. Construction and Maintenance Standards

- 1. Lots
  - a. Consolidation of Lots. An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
  - b. Subdivision Prohibited. No Lot may be further subdivided.

- Easements. No easement in a Lot may be granted without ACC approval.
- d. Maintenance. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

## 2. Residences and Structures

- a. Aesthetic Compatibility. All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. Maximum Height. The maximum height of a Residence is two stories.
- c. Required Area. The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1200 square feet.
- d. Location on Lot. No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- e. Garages. Each Residence must have at least a one-car garage accessed by a driveway. The garage may be a separate structure. All garages must be approved by the Architectural Control Committee prior to construction
- f. Damaged or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within a period approved by the ACC and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition. Each lot owner shall provide the property owners association with a certificate or a copy of their homeowner's policy declarations page showing coverage for the value of the improvements on the property. This proof of insurance shall be provided annually by January 31st of each year.
- g. Fences and Walls. Fences and walls may be constructed on each lot to enclose pets if they are approved by the ACC prior to construction. The material or type of construction used for the fence must be attractive and in harmony with the subdivision overall. No fence shall be constructed which interferes with the openness of the subdivision or which restricts the movement of the exotic game.
- h. Antennae. No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any Lot except with approval of the ACC.

- I. Flagpoles. No flagpole may be permanently placed on any Lot unless previously approved by the ACC.
- j. Traffic Sight Lines and Views. No structure or landscaping that obstructs traffic sight lines or scenic views may be placed on any Lot except for residence and structures permitted by these covenants and restrictions.
- k. Swimming Pools. Swimming pools are only permitted to be constructed with prior approval of the ACC and pools shall be surrounded by fencing approved by the ACC.
- Landscaping. Landscaping must be installed within thirty (30) days after occupancy. The minimum landscaping is specified in the standards of the ACC.
- m. Swing Sets and Basketball Goals. Swing sets and basketball goals may be permitted as long as they are not visible from the common areas.

## Building Materials for Residences and Structures

- a. Roofs. Only composition, tile, or metal may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof color.
- b. Air Conditioning. Window- or wall-type air conditioners may not be used in a Residence.
- c. Exterior Walls. All Residences must have at least fifty percent (50%) of their front exterior walls, including exposed foundation, of stone or brick, minus windows and doors, unless otherwise approved by the ACC.
- d. Color Changes. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.
- e. Driveways and Sidewalks. All driveways and sidewalks must be surfaced with concrete, crushed white limestone or blacktop, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, or shell.
- f. Lot Identification. Lot address numbers and name identification must be aesthetically compatible with the Subdivision.
- g. Foundations. All houses must be built on a slab foundation.

#### E. Association

1. Establishment and Governance. The Association has been established as an incorporated nonprofit corporation and is governed by this Declaration and the Bylaws. The Association has the powers of an incorporated nonprofit corporation and the property owners

association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

- 2. Rules. The Board may adopt rules that do not conflict with law or the other Governing Documents, including, but not limited to, rules governing the use and operation of the shared water well and water distribution system situated on the Association's property. On request, Owners will be provided a copy of any rules.
- 3. *Membership and Voting Rights*. Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. Members are all Owners. All members have one vote per Lot. When more than one person is an Owner, only one vote may be cast for a Lot.

#### F. ACC

#### 1. Establishment

- a. Purpose. The ACC is established as a committee of the Association to assist the Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
- b. *Members*. The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- c. Term. ACC members serve until replaced by the Board or they resign.
- d. Standards. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. On request, Owners will be provided a copy of any standards.

### 2 Plan Review

a. Required Review by ACC. No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

#### b. Procedures

I. Complete Submission. Within thirty (30) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC

- requesting additional documents or other information, the submission is deemed complete.
- ii. Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within sixty (60) days after complete submission, the submitted plans and specifications are deemed approved.
- c. Appeal. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within ten (10) days after the ACC's action. The Board shall determine the appeal within twenty (20) days after timely notice of appeal is given. The determination by the Board is final.
- d. Records. The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- e. No Liability. The Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

#### G. Assessments

- 1. Authority. The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to improve and maintain the Common Areas, and to fund operating expenses of the Association, including, but not limited to, the operation, upkeep, maintenance, repair and replacement of the water well and water distribution system situated on the Association's property and the distribution of water to the Lots.
- 2. Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.
- 3. Creation of Lien. Assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, are secured by a continuing vendor's lien on each Lot, which lien is reserved by the undersigned owners and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.
- 4. Commencement. A Lot becomes subject to Assessments upon recording of the Declaration in the Official Records of Milam County.

## 5. Regular Assessments

- a. Rate. Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association, including, but not limited to, the operation, upkeep, maintenance, repair and replacement of the water well and water distribution system situated on the Association's property and the distribution of water to the Lots. Until changed by the Board, the Regular Assessment applicable to each Lot, unless the Lot is vacant, will be \$500.00 per year due in advance, payable on January 1st of each year. Until changed by the Board, the Regular Assessment applicable to each vacant Lot will be \$200.00 per year due in advance, payable on January 1st of each year.
- b. Changes to Regular Assessments. The Board shall have the right at any time to adjust the Regular Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- c. Collections. Regular Assessments will be collected annually in advance, payable on the first day of the year and on the same day of each succeeding year.
- 6. Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area; any maintenance, repair or replacement of the water well and water distribution system situated on the Association's property; or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. The owners of each lot shall have one vote for each lot they own.
- 7. Approval of Special Assessments. Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.
- 8. Fines. The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.
- 9. Subordination of Lien to Mortgages. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.
- 10. Delinquent Assessments. Any Assessment not paid within thirty (30) days after it is due is delinquent.

### H. Remedial Rights

- 1. Late Charges and Interest. Any Assessment not paid within 30 days after the due date shall bear interest from the delinquent date at the lower of 1.0% per month compounded monthly, or the highest rate permitted by law, whichever is less. The Board may, in its sole discretion, institute a late charge or change the late charge and the interest rate.
- 2. Costs, Attorney's Fees, and Expenses. The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.
- 3. Nonjudicial Foreclosure of Lien. The Association may foreclose the Association's lien against a Lot by power of sale as permitted by law. The Association may designate a person to act as trustee or otherwise to exercise the power of sale on behalf of the Association.
- 4. Judicial Enforcement. The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.
- 5. Suspension of Voting. An Owner delinquent in payment of any Assessment may not vote.
- 6. Suspension of Other Rights. If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.
- 7. Damage to Property. An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

#### Common Area

- 1. Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Association to—
  - charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
  - b. suspend an Owner's rights under the Governing Documents;
  - c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
  - d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of a majority of the Members at a meeting in accordance with the Bylaws.

- 2. Permitted Users. An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.
- 3. Unauthorized Improvements in Common Area. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

### J. Shared Water Well

- 1. Operation. The Association shall operate and maintain a water well and water distribution system that supplies continuous, safe and potable water to the Lots.
- 2. Grant of Right. Each Member shall have the non-exclusive right to draw water from the well located on the Association's property solely for the domestic use of the occupants of each Member's Lot.
- 3. Costs. The cost for the use of the water well shall be equally apportioned among the Lots and be included in the Regular Assessment. If, in the sole discretion of the Board, the amount of the Regular Assessment is insufficient to cover the expenses associated with the water well, water use, water distribution, or the upkeep, maintenance, repair or replacement of the water well or the water distribution system located on the Association's property, the Board may levy a Special Assessment in an amount sufficient to cover such expenses. The cost of any construction, removal or replacement of any improvements on a Lot necessary for the operation, distribution, maintenance, replacement, improvement, inspection or testing of the well, shall be borne solely by the Owner of the affected Lot.
- 4. Guidelines and Standards. The Association and each Member, by its acceptance of a deed to a Lot, agrees to comply with the FHA Guidelines for Water Wells Minimum Property Standards for New and Existing Construction (the "Standards") and that the water supplied from the well shall also be in compliance therewith.

### K. General Provisions

- 1. Term. This Declaration runs with the land and is binding in perpetuity.
- 2. No Waiver. Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.
- 3. Corrections. The Board 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 vote of sixty percent (60%) of the votes in the Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Association and recorded.
  - Conflict. This Declaration controls over the other Governing Documents.

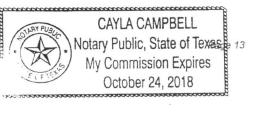
- 6. Severability. The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.
- 7. Notices. Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, and the Association, the Board, the ACC, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.
- 8. Annexation of Additional Property. On written approval of the Board and not less than sixty percent (60%) of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

IN WITNESS WHEREOF, the undersigned owners execute this Declaration to be effective upon its recording in the Official Records of Milam County, Texas.

{signature pages to follow}

SHELBY FIELD		MARSHAL FIELD
THE STATE OF TEXAS	§ §	
COUNTY OF BY 97208	§	
This instrument was ackn 2018, by MARSHAL FIELD and S	owledged befo SHELBY FIELD	re me on the 2 day of February
Notary Pu My Con	A CAMPBELL blic, State of Texas mission Expires ber 24, 2018  R HEREIN	Coula Compleil NOTARY PUBLIC, State of Texas  JOHN LOCHOW
THE STATE OF TEXAS	§ §	
COUNTY OF BYAZOS	§	
This instrument was ack 2018, by JOHN LOCHOW AND APPOINTED ATTORNEY IN FA	nowledged before DONNA LOC CCT, JOHN LOC	ore me on the 19 day of February HOW, ACTED FOR HEREIN BY HER DULY CHOW.  Out a Campbell NOTARY PUBLIC, State of Texas

Declaration of Restrictive Covenants of Serengeti Estates



REGINA LACI CHAPMAN  REGINA LACI CHAPMAN  JASON CHAPMAN
THE STATE OF TEXAS §
\$ COUNTY OF BYAZOS \$
This instrument was acknowledged before me on the 20 day of FAMILYU 2018, by REGINA LACI CHAPMAN and JASON CHAPMAN.
CAYLA CAMPBELL  My Commission Expires  October 24, 2018  My Commission Expires  October 24, 2018  October 24, 2018  October 24, 2018
THE STATE OF TEXAS §
COUNTY OF BYAZOS §
This instrument was acknowledged before me on the day ofFROTUATY 2018, by DANIEL JAMES WILLIE.
CAYLA CAMPBELL Notary Public, State of Texas My Commission Expires October 24, 2015

EUGENE M. POLDRACK AS SOLE TRUSTEE OF THE EUGENE M. POLDRACK AND GLENDA A. POLDRACK REVOCABLE TRUST

THE STATE OF TEXAS

§

COUNTY OF Brazos

2

This instrument was acknowledged before me on the 20 day of February 2018, by EUGENE M. POLDRACK AS SOLE TRUSTEE OF THE EUGENE M. POLDRACK AND GLENDA A. POLDRACK REVOCABLE TRUST.



CAYLA CAMPBELL

Notary Public, State of Texas

My Commission Expires

October 24, 2018

KRISTINA PALMER, ACTED FOR HEREIN BY HER DULY APPOINTED ATTORNEY IN FACT, JOHN LOCHOW NOTARY PUBLIC, State of Texas

ERIC PALMER, ACTED FOR HEREIN
BY HIS DULY APPOINTED ATTORNEY
IN FACT, JOHN LOCHOW

THE STATE OF TEXAS

3

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COUNTY OF BYOZOS

§

This instrument was acknowledged before me on the \_\_\_\_\_\_ day of FPIOY VAYU . 2018, by KRISTINA PALMER and ERIC PALMER.

Campbell NOTARY PUBLIC, State of Texas

CAYLA CAMPBELL
Notary Public, State of Texas
My Commission Expires
October 24, 2018

Page 15

Declaration of Restrictive Covenants of Serengeti Estates

SERENGETI ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation

	By: Jason CHAPMAN		
	Title: PRESIDENT		
THE STATE OF TEXAS	§ §		
COUNTY OF BY AZOS	§		
This instrument was acknown 2018, by JASON CHAPMAN ESTATES HOMEOWNERS ASSOCIATION Stated as the act and deed	CIATION, INC., a Texas nonprofit o	of SERENGE !	
	Calla Ca	imrovell	

NOTARY PUBLIC, State of Texas

#### Exhibit "A"

- (1) JOHN LOCHOW and DONNA LOCHOW are the owners of the following described real property:
  - Being Lot Number One (1), LOCHOW SUBDIVISION #1, a subdivision in Milam County, Texas, according to the map or plat recorded in the Office of the County Clerk of Milam County, Texas.
- (2) SERENGETI ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, is the owner of the following described real property:
  - Lots Two (2) and Five (5) LOCHOW SUBDIVISION #1, a subdivision in Milam County, Texas, according to the map or plat recorded in the Office of the County Clerk of Milam County, Texas.
- (3) DANIEL JAMES WILLIE is the owner of the following described real property:
  - Being Lot Number Three (3), Lochow Subdivision #1, Milam County, Texas, as shown on plat of said subdivision of record in Cabinet A, Slide 163-A, Plat Records of Milam County, Texas.
- (4) MARSHAL FIELD and SHELBY FIELD are the owners of the following described real property:
  - Being Lot Number Four (4), Lochow Subdivision Number One (#1), Milam County, Texas, as shown on plat of said subdivision of record in Cabinet A, Slide 163-A, Plat Records of Milam County, Texas.
- (5) EUGENE M. POLDRACK AS SOLE TRUSTEE OF THE EUGENE M. POLDRACK AND GLENDA A. POLDRACK REVOCABLE TRUST is the owner of the following described real property:
  - Being Lot Number Six (6), Lochow Subdivision #1, Milam County, Texas, as shown on plat of said subdivision of record in Cabinet A, Slide 163-A, Plat Records of Milam County, Texas; and
  - Being Lot Number Seven (7), Lochow Subdivision #1, Milam County, Texas, as shown on plat of said subdivision of record in Cabinet A, Slide 163-A, Plat Records of Milam County, Texas.
- (6) JASON CHAPMAN and REGINA LACI CHAPMAN are the owners of the following described real property:
  - Being Lot Number 8, Lochow Subdivision #1, Milam County, Texas, as shown on plat of said subdivision of record in Cabinet A, Slide 163-A, Plat Records of Milam County, Texas.
- (7) KRISTINA PALMER and ERIC PALMER are the owners of the real property described as 18.870 ACRES RESERVE on plat of Lochow Subdivision #1, recorded in Cabinet A, Slide 163-A. Plat Records of Milam County, Texas

## Official Receipt(Original) Printed on2/23/2018 at 9:49:45AM

MILAM COUNTY CLERK 107 W. MAIN CAMERONTEXAS76520 254-697-7049

Receipt Number: 156988

Rec. By:

**JMORGAN** 

Date Paid:

Paid By:

02/23/2018

Payment:

Check Payment

DANIEL WILLIE

Check No:2771

The second secon			Palance Owed Type	
Cost Code	Amount Owed	Amount Paid	Balance Owed Type	
SEC	1.00	1.00	0.00 CL	
RMP NON COURT	10.00	10.00	0.00 CL	
RAF - NON COURT	10.00	10.00	0.00 CL	
RECDG	69.00	69.00	0.00 CL	
Totals:	90.00	90.00	0.00	
Original Amount Owed:	90.00	Payment Remarks:	DECLARATION OF RESTRICTIVE COVENANTS OF SERENGETI ESTATES	
Amount Paid:	90.00		COVENANTS OF BEIGHT	

Amount Applied: Total Paid:

90.00 90.00

Credit Balance:

Total Owed:

0.00

PAGE: USER NAME: jmorgan