

***** Electronically Recorded Document *****

Robertson County

Stephanie M. Sanders
Robertson County Clerk
Franklin, Texas

Document Number: 2021-20213116

Recorded As : EREC-RECORDINGS

Recorded On: September 10, 2021

Recorded At: 09:25:11 am

Number of Pages: 16

Book-VI/Pg: Bk-OR VI-1454 Pg-289

Recording Fee: \$82.00

Parties:

Direct-
Indirect-

Receipt Number: 133176

Processed By: Maxine Lattimore

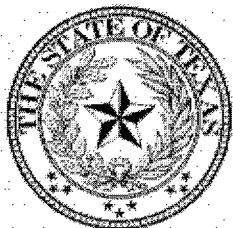
THIS PAGE IS PART OF THE INSTRUMENT

STATE OF TEXAS

COUNTY OF ROBERTSON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of Robertson County, Texas

Honorable Stephanie M. Sanders, County Clerk, Robertson County



TRACT THREE: Being 33-2/10 acres of land, more or less, lying and being situated in the J.M. Grande Survey A-32, Robertson County, Texas; and being the same land described in Deed dated September 3, 1927 from S.R. McCormick et al to Nannie Arnett, recorded in Volume 90, Page 496, Deed Records of Robertson County, Texas.

TRACT FOUR: Being 33-2/10 acres of land, more or less, lying and being situated in the J.M. Grande Survey A-32, Robertson County, Texas; and being the same land described in Deed dated September 3, 1927 from S.R. McCormick et al to Erie Sandifer, recorded in Volume 124, Page 105, Deed Records of Robertson County, Texas.

TRACT FIVE: Being 33-2/10 acres of land, more or less, lying and being situated in the J.M. Grande Survey A-32, Robertson County, Texas; and being the same land described in Deed dated September 3, 1927 from S.R. McCormick et al to C.A. McCormick, recorded in Volume 124, Page 107, Deed Records of Robertson County, Texas.

TRACT SIX: Being 2.8 acres and 57.48 acres of land, more or less, lying and being situated in the J.M. Grande Survey A-32, Robertson County, Texas; and being the same land described in Deed dated March 5, 1918 from J.W. McCormick and wife, Amanda McCormick to Erie Sandifer, recorded in Volume 87, Page 596, Deed Records of Robertson County, Texas.

TRACT SEVEN: Being 41.72 acres of land, more or less, lying and being situated in the J.M. Grande Survey A-32, Robertson County, Texas; and being the same land described in Deed dated March 5, 1918 from J.W. McCormick and wife, Amanda McCormick to James Sandifer and wife, Erie Sandifer, recorded in Volume 87, Page 597, Deed Records of Robertson County, Texas.

SAVE AND EXCEPT: fee simple title as to 4.708 acres described in Deed filed August 28, 1957 from Era Sandifer and to the State of Texas, recorded in Volume 184, Page 122, Deed Records of Robertson County, Texas.

SAVE AND EXCEPT: fee simple title as to 0.321 acres described in Gift Deed dated December 31, 2003 from Era Jim Sandifer to Teresa Garrett, recorded in Volume 853, Page 715, Official Public Records of Robertson County, Texas.

WHEREAS the Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long term, and establishes and implements plans for residential living, recreation, aesthetic, and quality-of-life considerations. This general plan will benefit the Property, the parcels and lots that constitute the Property, the Estate, and each successive owner of an interest in the Property.

WHEREAS the general plan will include a subdivision of the Property into two (2) separate subdivisions named the SANDIFER ESTATES PHASE I and SANDIFER ESTATES PHASE II (the "Subdivisions").

WHEREAS the subdivisions of the Property are shown on maps approved by the appropriate authorities, and a copy of said maps being attached as EXHIBIT B attached hereto and incorporated herein for all purposes, to-wit (the "Maps").

WHEREAS the Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth.

WHEREAS the Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

WHEREAS, in accordance with both the doctrines of restrictive covenants and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared: (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions, which are for the purpose of preserving the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; (ii) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out or referred to in said contract or deed; and (iii) it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE I

Definitions

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings hereafter specified:

1.01 "Declarant" means the Declarant named hereinabove and any successor Administrator in the Estate defined hereinabove.

1.02 "Declaration" means this instrument as it may be amended from time to time.

1.03 "Improvement" means every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks,

landscaping, pole signs, exterior air conditioning units, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.04 “Junk” means any old or discarded articles that are considered useless or of little value.

1.05 “Lot” means any of the plots of land shown on the plats and subdivision maps recorded in Volume B, Page 181, and Volume B, Page 181-A, Map and Plat Records, Robertson County, Texas (the “Maps”), together with all improvements located thereon.

1.06 “Maps” means the plats and subdivision maps for Sandifer Estates Phase I and Sandifer Estates Phase II, a copy of each attached as EXHIBIT B and incorporated herein for all purposes, to-wit.

1.07 “Mobile Home” means any trailer or transportable prefabricated structure that is situated in one particular place and used as a permanent or temporary living accommodation.

1.08 “Owner” or “Owners” means a person or persons, entity or entities, including the Declarant, of the fee simple title to any Lot on the Property on which there is or will be built a detached single family dwelling. “Owner(s)” includes contract sellers but excludes persons having only a security interest in the Property.

1.09 “Person” or “Persons” shall mean an individual or individuals, entity or entities having the legal right to hold title to real property.

1.10 “Property” shall mean the real property in Robertson County, Texas described in the Recitals hereinabove, and as is shown on the Maps attached hereto.

ARTICLE 2

General Restrictions

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.01 Vehicles. No vehicle or trailer, which is inoperative, wrecked, dismantled, discarded or which does not have: (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, and (iii) a valid motor vehicle safety inspection certificate, shall be permitted upon any Lot, unless stored within an enclosed garage or other structure. No trailer houses, manufactured home, or other residential structure built or designed with a permanent chassis may be kept, installed, erected or placed on y Lot, even if the chassis has been removed. Residential vehicles may be kept on a Lot, but may not be used as a residence, with the exception of not more than six (6) months during the construction of a permanent residence on the Lot.

2.02 Mobile Homes. No Mobile Homes, double wide or single wide, shall be permitted upon any Lot.

2.03 Livestock. No commercial operations for swine, poultry/fowl (wild or domesticated), dog breeding, or other animal kennel business or operation shall be kept on any Lot. Other livestock shall be limited to no more than one Animal Unit (as defined by the USDA) per acre. Notwithstanding the foregoing provision, animals raised and kept on any Lot as part of a 4-H, FFA, or similar youth program project are expressly allowed.

2.04 Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

2.05 Rubbish, Trash, Garbage and Junk. No Lot shall be used or maintained as a dumping ground for rubbish or trash. No Junk shall be kept on any Lot unless it is stored within an enclosed garage or other structure. All garbage and other waste shall be kept in sanitary containers. There shall be no burning incineration of trash, garbage, or other debris.

2.06 Commercial Uses. No commercial storage facilities, salvage or recycling yards, or operations shall be allowed on any Lot. No portion of the Property may be used as or for a landfill or trash disposal site. No mining operations shall be allowed on any Lot which use or occupy any portion of the surface of the Property.

2.07 Compliance. Each Owner shall comply strictly with the provisions of the Declaration as the same may be amended from time to time. Failure to comply shall constitute a violation of this Declaration and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by any aggrieved Owner. Declarant, for itself, its successors and assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided Lots controlled by these covenants within the Property. The reservation of this right of enforcement shall not create an obligation of any kind to enforce the same.

2.08 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in the Declarations are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance upon one or more such restrictive covenants, terms, or provisions, shall assume all the risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Declarant harmless therefrom.

ARTICLE 3

Residential Restrictions

3.01 Residential Use Only. All Lots within the Property shall be improved as single-family residential structures, with no more than one (1) residential dwelling unit per Lot. Single

family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship or by not more than three (3) natural persons who are not related by marriage or kinship. However, any person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling a residence on the Lot.

3.01.01 Multiple Lots. Owners owning two or more adjoining Lots may subdivide those Lots into as many building sites as there are Lots owned, with the privilege of constructing one (1) residential dwelling per Lot owned, so long as the terms of this Declaration are adhered to followed.

3.02 Type of Buildings Permitted. All structures shall be of recognized standard construction quality. All single-family dwellings on Lots shall contain no less than 1,200 square feet of enclosed living space, exclusive of all porches (open or covered), decks, carports and garages.

3.03 Setback Requirements. No building shall be located or erected nearer to any Lot line than fifty feet (50') of any Lot line. If two or more Lots, or portions of two or more Lots, are owned by the same Owner, these building setback requirements shall apply to the resulting parcel as if it were one original, platted lot.

3.04 Sewage Disposal. No individual sewage-disposal system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of state or local health authority. Approval of the system as installed shall be obtained from that authority.

ARTICLE 4

Miscellaneous

4.01 Covenants Running With the Land. These restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

4.02 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 30 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall automatically extend for successive periods of 10 years each, subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Records of Robertson County, Texas, and all requisite governmental approvals, if any, have been obtained.

4.03 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed, governed, and enforced under the laws of the State of Texas.

4.04 Enforcement. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation.

4.05 Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any person or entity in any of its privileges, exemptions, rights, and duties hereunder.

4.06 Attorney Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

4.07 Construction.

- (A) Restrictions Severable. The provisions of the Declarations shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter pronoun shall each include the masculine, feminine, and neuter pronoun.
- (C) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 9th day of September 2021.

DECLARANT:

Leah Davis Rush
Leah Davis Rush, Dependent Administratrix
of the Estate of Era Jim Sandifer, a/k/a Era
Jim Cazey, Deceased

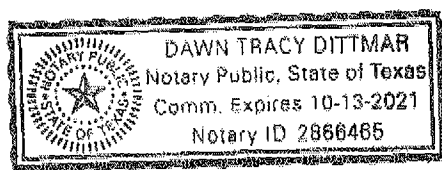
ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF BRAZOS §

This instrument was acknowledged before me by Leah Davis Rush, as Dependent Administratrix of, and on behalf of The Estate of Era Jim Sandifer, a/k/a Era Jim Cazey, Deceased, on September 9, 2021.



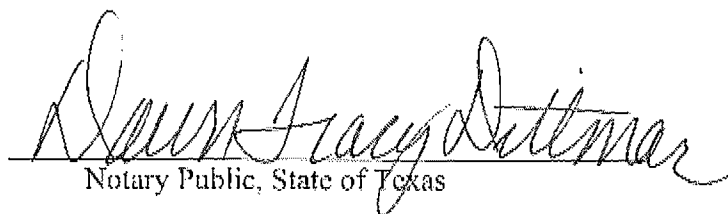

Notary Public, State of Texas

EXHIBIT A TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
SANDIFER ESTATES PHASE I and SANDIFER ESTATES PHASE II
ROBERTSON COUNTY, TEXAS
COURT ORDER AUTHORIZING THE EXECTION OF THE DECLARATION

No. 21-07-21287-CV

IN THE ESTATE OF	§	IN THE DISTRICT COURT
ERA JIM SANDIFER A/K/A ERA JIM	§	
CAZEY,	§	89 TH DISTRICT
	§	
DECEASED	§	ROBERTSON COUNTY, TEXAS

Transferred from

No. 8008

IN THE ESTATE OF	§	IN THE COUNTY COURT
ERA JIM SANDIFER A/K/A ERA JIM	§	
CAZEY,	§	OF
	§	
DECEASED	§	ROBERTSON COUNTY, TEXAS

**ORDER AUTHORIZING ADMINISTRATRIX TO EXECUTE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS ON PROPERTY**

On this day the Motion to Authorize Administratrix to Execute Declaration of Covenants, Conditions, and Restrictions on Property (the "Motion") filed on August 12, 2021 by Leah Davis Rush, Dependent Administratrix in the Estate of Era Jim Sandifer a/k/a Era Jim Cazez, Deceased (the "Estate") was considered by this Court. Based upon the pleadings, records, and documents filed by counsel, the Court finds that the Motion should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Declaration of Covenants, Conditions, and Restrictions for Sandifer Estates Phase I and Sandifer Estates Phase II, Robertson County, Texas, in a form as attached to the Motion to Authorize Administratrix to Execute Declaration of Covenants, Conditions, and Restrictions on Property is APPROVED. IT IS FURTHER ORDERED that Leah Davis Rush, Dependent Administratrix in the Estate of Era Jim Sandifer a/k/a Era Jim Cazez, Deceased is authorized to sign and record the Declaration of

FILED FOR RECORD
at 1:00 P M. o'clock

SEP 07 2021

BARBARA W. AXTELL
CLERK, DISTRICT COURT
ROBERTSON COUNTY

Covenants, Conditions, and Restrictions for Sandifer Estates Phase I and Sandifer Estates Phase


II, Robertson County, Texas.

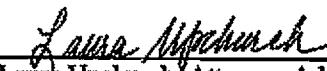
SIGNED and ENTERED on


September 7, 2021.


PRESIDING JUDGE

APPROVED AS TO FORM:

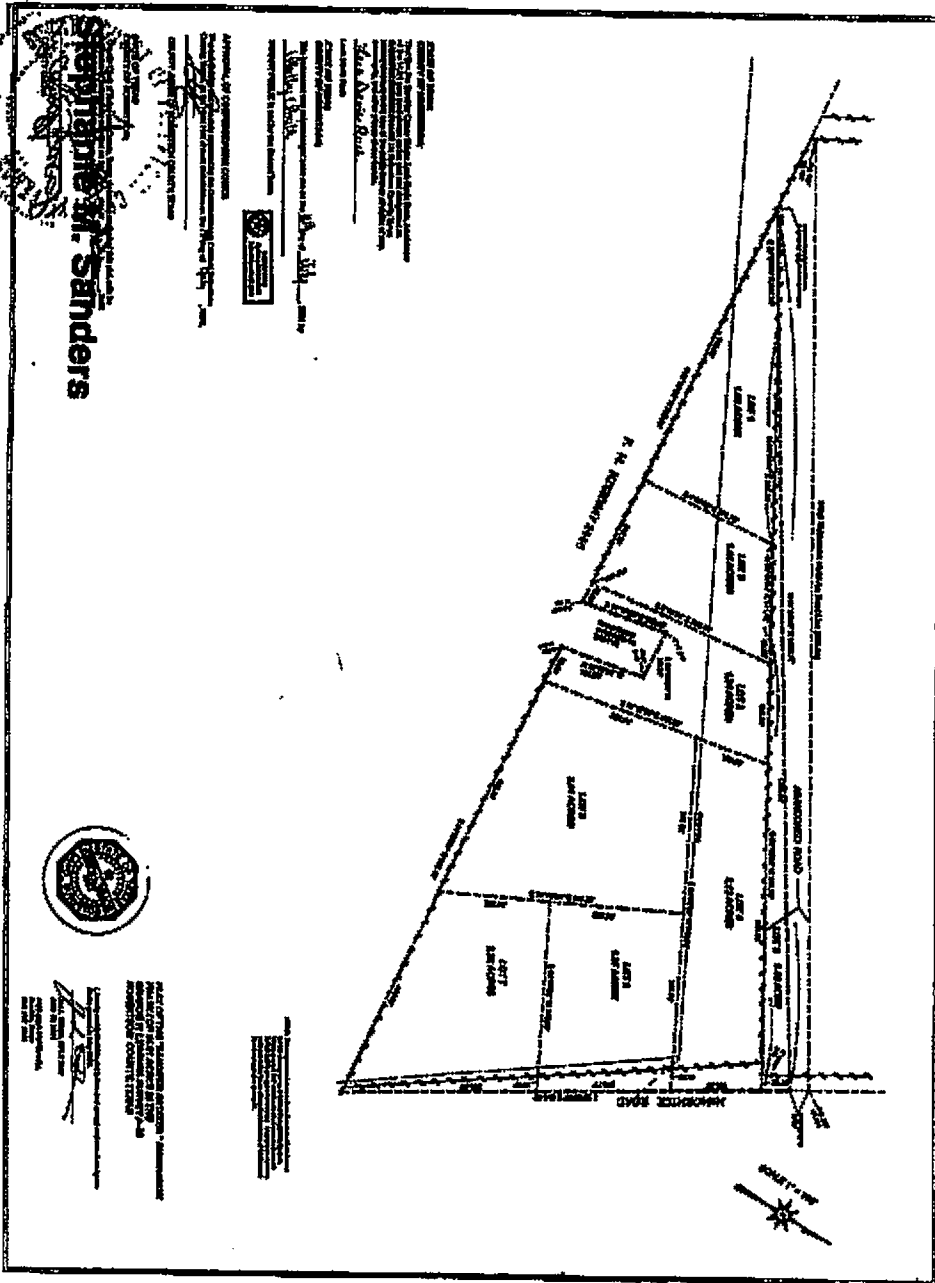

Dawn T. Dittmar
Attorney for LEAH DAVIS RUSH
State Bar No: 24039485
Email: dawn@dittmarlaw.com


Laura Upchurch, Attorney Ad Litem
Upchurch & Yates, LLP
State Bar No: 00785131
E-mail: upchurch@upchurchyates.com


JON MILLER, Attorney for Fred Davis
Rodgers, Miller & Rodriguez, P.C.
State Bar No. 14093000
E-mail: miller@rogersmiller.com


John W. Ghezzi, Attorney for Kemp & Associates
The Ghezzi Law firm
State Bar No: 00792531
E-mail: john@ghezzilawfirm.com

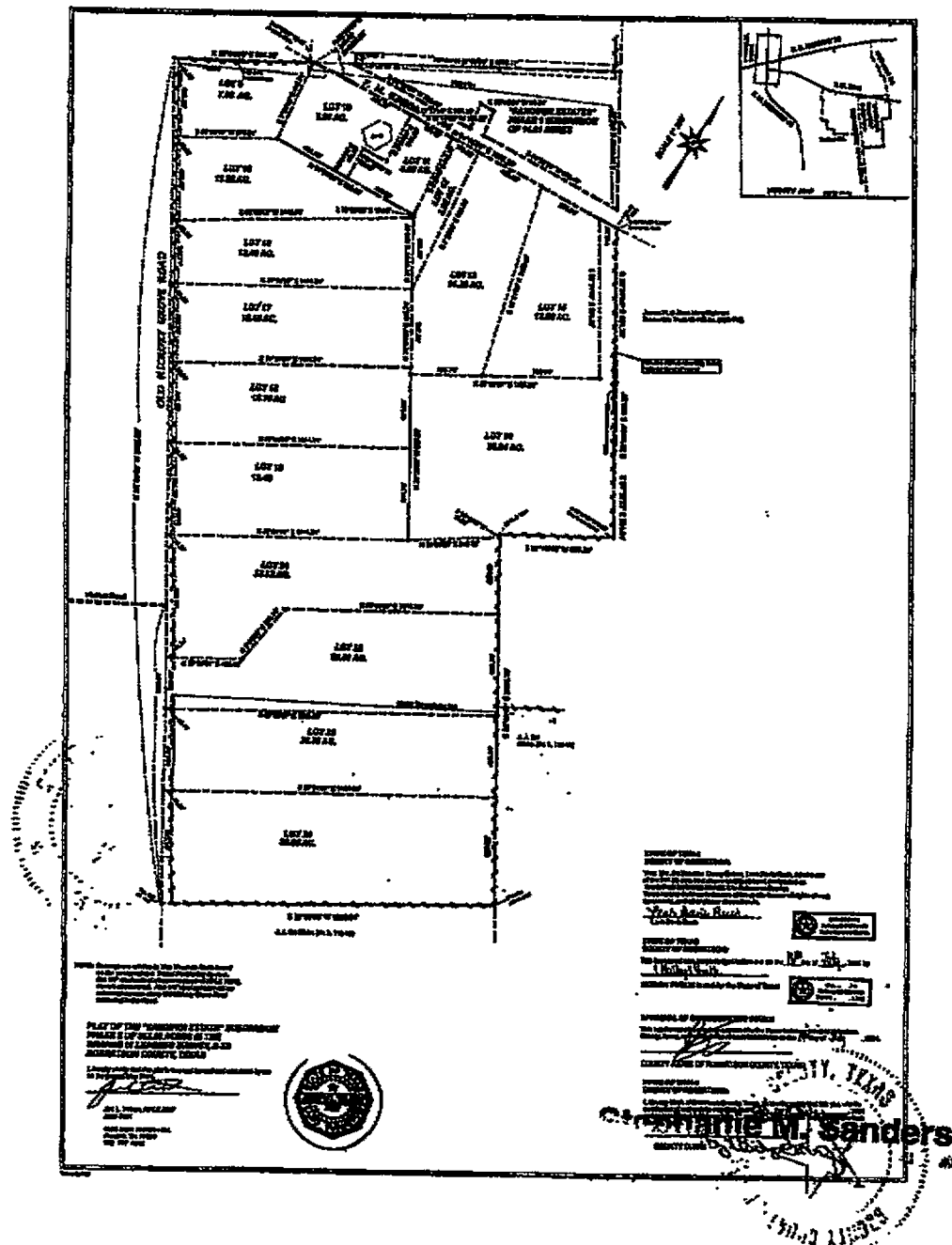
EXHIBIT B TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
SANDIFER ESTATES PHASE I and SANDIFER ESTATES PHASE II
ROBERTSON COUNTY, TEXAS
COPY OF SUBDIVISION PLATS ("MAPS")



20212556

see B page 181

20212556



20212556

Vol B Page 181-B

FILED FOR RECORD IN
Robertson County
Stephanie N. Sanders
COUNTY CLERK

ON: Jul 28, 2021 AT 08:43A

Plats

Document Number: 20212556
Total Fees : 121.00

Receipt Number - 137421
By:
Carol Bancroft, Deputy

STATE OF TEXAS COUNTY OF ROBERTSON
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the named records of: Robertson County
as stamped herein by me.

Jul 28, 2021

Stephanie N. Sanders, County Clerk
Robertson County

