

STATE OF TEXAS  
COUNTY OF BURLESON

## **FINAL DRAFT FOR APPROVAL**

### **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS 52.26 AC, more or less, Otis G. Eels Survey A-114**

**Date:** June 13, 2022

**Declarant:** Bose Ikard, LLC, a Texas Limited Liability Company.

**Declarant's Address:** 820 South Friendswood Dr, #204, Friendswood, TX 77546

**Property:**

BEING 52.26 ACRES OF LAND, MORE OR LESS, LYING AND BEING SITUATED IN THE OTIS G. EELS SURVEY, A-114, BURLESON COUNTY, TEXAS, AND BEING ALL OF TRACTS 21, 22 AND 23 OUT OF THE BENTON SCHULZE PROPERTIES SUBDIVISION OF RECORD IN VOLUME 1, PAGE 15 OF THE PLAT RECORDS OF BURLESON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF SET FORTH HERE AT LENGTH.

#### **Definitions**

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration and any amendment to the Declaration as provided below in Paragraph E (4).

"Declarant" means Bose Ikard, LLC, a Texas Limited Liability Company, and any purchaser, successor, or assign that acquires all unimproved Lots owned by Declarant for development. Declarant will name any successor in a recorded document evidencing the purchase and identifying the unimproved Lots.

"Development Period" means the period beginning on the date of this Declaration and ending on the date when Declarant owns no Lots.

"Easements" means easements within the Property for utilities, drainage, access, and other purposes as shown on the Plat or of record.

"Lot" means each portion of the Plat or Survey designated as a separate division of land on the Plat or a separate tract on the Survey.

"Owner" means every record owner of a fee, life estate, or remainder interest in a Lot.

"Residence" means a detached building designed for and used as a Single Family dwelling and constructed on a Lot or Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage. Unrelated roommates not exceeding the number of bedrooms in a Residence constitute a single-family under this paragraph.

"Structure" means any improvements on a Lot (other than a Residence), including a fence, wall, guest house, swimming pool, outbuilding, shop, barn, or similar improvement.

"Subdivision" means the Property covered by the Plat or Survey and any additional property made subject to this Declaration.

"Survey" means the most recent survey of record, attached as Exhibit A. If a Plat is approved and recorded, the Plat shall take precedence over the Survey for all purposes.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled or tracked vehicle.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and the other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lots 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 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. Plat, Easements, and Setbacks**

1. *Incorporation by Reference.* The Plat or Survey, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
2. *Utility Easements.* Utility Easements provided for each Lot, as shown on the Plat or Survey, if any, for installation and maintenance of utilities are dedicated to the Public. No utility company, water district, or other authorized entity using these Easements shall be liable for any damage done to other property of the Owner situated in the Easement. Right of use for ingress and egress shall be available at all times over any dedicated Easement for the purposes of installing, operating, maintaining, repairing,

or removing any utility or any obstruction placed in such Easement that would interfere with the installation, maintenance, operation or removal of such utility.

3. *Use of Utility Easement Areas.* Subject to the terms of any recorded easement, for utilities or water, 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.
4. *Setbacks.* No Residence or Structure shall be located on any Lot within twenty-five (25) feet from any Lot line adjoining a street or road or nearer than fifteen (15) feet to a side Lot line and twenty-five (25) feet from the front or rear Lot line. Further, no vehicle, building, shed, animal cage, garden, or any other Structure may be stored in, parked on, or otherwise located within the setbacks established in this paragraph and the Plat or Survey.

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

1. *Single Family Residential, Agricultural or Recreational Use Permitted.* Owners may use the Property for single-family residential, agricultural, or recreational purposes conforming with other applicable covenants, conditions, and restrictions.
2. *Business Use Limitations.* Part of a Lot may be used for business use only after a Residence is constructed on the Lot and the use is an incidental use subject to the following limitations: (1) no product displays will be visible from the street; (2) no outdoor mechanical equipment will be installed except equipment that is normally used for domestic, craft and light industrial purposes; (3) no business parts, components or products will be stored outdoors; (4) activities conducted under this section conform with the remainder of this Declaration.
3. *Rubbish.* Trash and garbage shall be kept in proper receptacles.
4. *Sewage Disposal.* Any sewage disposal system must be designed, located, and constructed in compliance with state or county entities' requirements and standards.
5. *Recreational Vehicles.* Storage of one (1) motor home or recreational vehicle (RV) is permitted on the Owner's Lot once construction of the Residence has begun or upon completion of a Structure used to store motor home or RV. The temporary use of a motor home/RV is permissible by lot owners 60 days before and during the Residence construction unless stored in a Structure. Any sewage generated by a motor home/RV used in accordance with this section must be disposed of offsite or into a septic system.
6. *Prohibited Activities.* Prohibited activities are –
  - a. any activity that is otherwise prohibited by this Declaration;
  - b. any illegal activity;
  - c. any nuisance or noxious or offensive activity;
  - d. any dumping of rubbish;
  - e. any open storage of –

- i. building materials except during the construction or renovation of a Residence or Structure;
- ii. unsightly objects unless completely shielded by a structure;
- f. any keeping or operation of commercial dog kennels;
- g. any keeping or operation of commercial chicken/swine houses or related poultry/swine business;
- h. installing, keeping, or storing a mobile home, modular home, manufactured home, or similar offsite prefabricated or manufactured housing on a Lot;

**D. Construction and Maintenance Standards**

1. *Lots*. The following construction standards apply to Lots.
  - a. *Subdivision Prohibited*. No Owner may further subdivide a Lot.
  - b. *Maintenance*. Each Owner must keep the Lot, Residence, and all Structures in a well-maintained and orderly condition and shall in no event permit the accumulation of garbage, junk vehicles, trash, or rubbish of any kind thereon.
  - c. *Reasonable Construction Period*. All Residential structure improvements, including but not limited to Residence, driveways, mailboxes, septic system, and water wells, must be completed within eighteen months from the date the slab or foundation is poured or installed. All non-residential or "out building" structures construction must end within nine months of the date on which the Structure's construction begins.
  - d. *Drainage*. Each Owner shall maintain and keep clean the drainage ways and culverts located on a Lot.
2. *Residences and Structures*. Owners may construct one Residence for use by a Single Family on any Lot. Owners may construct other structures, so long as the construction conforms with other applicable covenants, conditions, and restrictions.
3. *Construction Standards*. The following construction standards apply to Residences and Structures.
  - a. *Perimeter Fencing*. Perimeter fencing will consist of: (1) five to seven strand barbed-wire, or (2) net or smooth wire field fencing, or (3) smooth wire horse fencing, or (4) net or smooth wire high fencing, or (5) four-board rail fencing.
  - b. *Guest House*. Property structures that have any type of living facility independent of a Residence is limited to 1,000 square feet of living space. Such guest quarters created are an amenity of the Residence and in no way constitute another Residence.

- c. Air Conditioning. No Owner will use window or removable air conditioners in a Residence, Guest House or other Structure.

## **E. General Provisions**

1. Enforcement and Waiver. The Declarant or any Owner shall have the right to enforce by any proceeding at law or equity, all easements, and Covenants imposed by this Declaration. Failure to enforce any Covenant shall not be deemed a waiver of the right of enforcement either concerning the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. The Declarant shall have no liability for such enforcement or non-enforcement.
2. Term. This Declaration runs with the land and is binding for a term of ten (10) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within six (6) months before the end of a term, sixty-seven (67%) percent of the Owners vote not to extend the term. Each Lot has one vote.
3. Corrections. The Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or diminish a vested property right of any Owner.
4. Amendment. During the Development Period, this Declaration may be amended only by the Declarant. After that, this Declaration may otherwise be amended at any time by the affirmative vote of sixty-seven percent (67%) of the Lot Owners. Each Lot has one vote. An instrument containing the approved amendment will be signed by the Lot Owners in favor of the amendment and recorded in the Official Public Records of Burleson County, Texas. Owners will be provided with a copy of the amendment after adoption.
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 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. Pre-suit Mediation. If a dispute arises out of or relates to this Declaration or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, using an agreed-upon mediator. If the parties cannot agree to a mediator, then the mediation will be administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or other dispute resolution procedure.
8. 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 Property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.
9. Subordination. No breach of the covenants or other restrictions in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value on the above-described Property or any parcel in it; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.
10. Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

**Bose Ikard, LLC, a Texas Limited  
Liability Company**

By \_\_\_\_\_  
Name: Brodrick Norman  
Title: Manager

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on January 31, 2022, by Brodrick Norman, as Brodrick Norman of Bose Ikard, LLC, a Texas Limited Liability Company, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

After Recording, return to:

**Bose Ikard, LLC  
820 South Friendswood Dr  
#204  
Friendswood, TX 77546**