

**Denton County
Juli Luke
County Clerk**

Instrument Number: 84128

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DECLARATION

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Total Recording: \$82.75

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

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STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

20051926 FMCC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**Declaration of Restrictive Covenants of the
Corbin Estates, III
Subdivision**

Date: June 12, 2020

Declarant: Rachel Corbin

Declarant's Address:

Rachel Corbin
PO Box 501
Sanger TX 76266

Property: See Exhibit "A" attached and incorporated herein.

Property Owners of Real Property affected by Declaration ("Property Owners"):

Rachel Corbin
Nora L. Thomas and James S. Thomas
David Rhodes and Jamie Rhodes
Samuel McCrory, III and Alicia McCrory

Mailing Addresses:

Rachel Corbin
PO Box 501
Sanger TX 76266

Nora L. Thomas and James S. Thomas
6298 Belz Rd
Sanger, TX 76266

David Rhodes and Jamie Rhodes
6362 Belz Rd
Sanger, TX 76266

Samuel McCrory, III and Alicia McCrory
4004 Bridle Path Ln.
Sanger, TX 76266

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Rachel Corbin, an individual, 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 other purposes as shown in the real property records.

"Lot" means each tract of land designated as a lot.

"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 fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property described in Exhibit "A" 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

A. Imposition of Covenants

1. Declarant imposes 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 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. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.
2. *Prohibited and Restricted Activities.* Prohibited and restricted activities are -
 - a. No mobile home, manufactured home, trailer, tent, garage, structure of temporary or non-permanent character, shack or other type of pre-manufactured building shall be moved onto any lot for residential purposes. A travel trailer and/or RV may not be used as a temporary residence during the construction of a permanent residence. A travel trailer and/or RV may not be used as a permanent residence on the property at any time.
 - b. The use of each lot is restricted to a maximum of two (2) single-family dwellings. All residential structures erected upon the lots should be of new, on-site construction. There should not exist more than two (2) residences on any lot at any time.
 - c. The term "dwelling", "residence" or "residential structure" specifically excludes single or double wide or any other form of manufactured housing.
 - d. The property is restricted to single family dwellings for residential use only. No trade or business of any kind shall be conducted upon a lot or any part of thereof.
 - e. All residential structures must have a minimum of 2,200 square feet of climate-controlled living area, which must be built with new construction.
 - f. No Lot shall be subdivided into tracts smaller than 5 acres.
 - g. All metal buildings, out buildings, or detached garages must also be constructed exclusively of new construction materials.
 - h. Any building, structure or improvements constructed on any Lot must be completed as to the exterior finish and appearance within nine (9) months from the commencement date of construction of that individual building, structure or improvement.
 - i. All dwellings must be constructed with appropriate construction materials with 80%

- or more brick, veneer or masonry construction. Hollow tile and concrete block are prohibited.
- j. All garages shall not be less than two (2) 20' x 20', shall be fully enclosed and comply with all other restrictions relating to structures contained herein. Any garage shall contain full length doors at the entrance way thereto. Attached covered awnings are not permitted on the dwelling.
 - k. A maximum of 2 permanent outbuildings not attached to a dwelling are allowed on each Lot.
 - l. Animal housing structures should be of permanent nature and constructed of materials similar to materials of the new construction dwellings(s) located on the same Lot. Animal housing structures shall be kept in a clean and sanitary manner in order to prevent the creation of health hazards of any nature. No breeding, raising or selling of swine allowed.
 - m. The owner of each Lot shall keep all landscaping on property cultivated, pruned and free of trash and other unsightly material. Owner shall maintain and landscape each Lot to prevent mosquitos, other insects and rodents from breeding and otherwise creating health hazards.
 - n. No Lot shall be used for the purpose of mining rock, gravel, sand or dirt.
 - o. No Lot shall be used or maintained as a dumping ground for the disposal of rubbish, trash, or other solid or liquid wastes. All trash, garbage or other wastes shall be kept in a covered sanitary container and disposed of regularly.
 - p. No property shall be used as a depository for abandoned or junked motor vehicles. No junk of any kind of character shall be kept on the property. Boats, RV's and travel trailers should be kept in good condition, well maintained and parked on the back side of the Lot, away from the road frontage as much as possible.
 - q. Any easement area of any Lot and any improvements therein shall be maintained continuously by the Owner of each Lot at Owners sole expense.
 - r. No radio or television antenna shall be constructed or erected on any lot that extends higher than ten (10) feet above the roofline of any structure.
 - s. These covenants are to run with the land and shall be binding for a period of 25 years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten years.
 - t. The provisions contained herein shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner of land included and shown on the attached Exhibit A, their respective legal representatives, successors, and assigns. If any lot owner or persons in possession of any of said lots shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situated in said development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him/her or them from so doing or to recover damages or other dues from such violation. The failure by any Lot owner to enforce any restrictions, conditions, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

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. *Corrections.* 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 75% percent 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. *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.

Declarant:



Rachel Corbin

Property Owners:



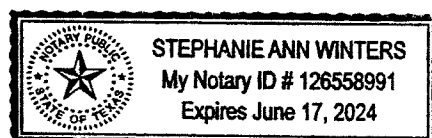
Rachel Corbin

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on June 12th, 2020, by Rachel Corbin.



Notary Public, State of Texas



Nora L. Thomas

Nora L. Thomas

James S. Thomas

James S. Thomas

STATE OF TEXAS §

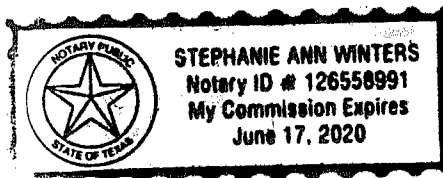
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COUNTY OF DENTON §

This instrument was acknowledged before me on June 12, 2020, by
Nora L. Thomas and James S. Thomas.

Stephanie Winters

Notary Public, State of Texas



David Rhodes

David Rhodes

Jamie Rhodes

Jamie Rhodes

STATE OF TEXAS

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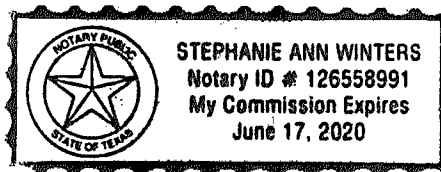
COUNTY OF DENTON

§

This instrument was acknowledged before me on June 12, 2020, by David Rhodes and Jamie Rhodes.

Stephanie Winters

Notary Public, State of Texas

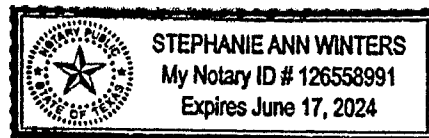


Samuel McCrory, III
Samuel McCrory, III
Alicia McCrory
Alicia McCrory

STATE OF TEXAS §
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COUNTY OF DENTON §

This instrument was acknowledged before me on June 16, 2020, by Samuel McCrory, III and Alicia McCrory.

Stephanie Winters
Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

STOKES LAW OFFICE, PLLC
132 West Main Street
Lewisville, TX 75057
Tel: (972) 436-8141
Fax: (972) 739-9161

AFTER RECORDING, RETURN TO:

Rachel Corbin
P.O. Box 501
Sanger, TX 76266