

Nacogdoches County
June Clifton
Nacogdoches County Clerk
Nacogdoches, Texas 75961



70 2018 00007580

Instrument Number: 2018-7580

As

Recorded On: October 10, 2018

Recording

Parties: HOWES RENEE AGENT

Billable Pages: 4

To PUBLIC

Number of Pages: 5

Comment: RESTRICTIONS

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Recording	38.00
Total Recording:	38.00

***** DO NOT REMOVE. 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.

File Information:

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Record and Return To:

RENEE HOWES
1577 PLAZA WEST DRIVE
PRESCOTT AZ 86303



I hereby certify that this instrument was filed on the date
and time stamped here on and was duly recorded in the
Official Public Records in Nacogdoches County, Texas

JUNE CLIFTON
NACOGDOCHES COUNTY CLERK

DECLARATION OF DEED RESTRICTIONS FOR WHITETAIL HILLS

STATE OF TEXAS

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COUNTY OF NACOGDOCHES

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KNOWN ALL MEN

BY THESE PRESENTS

This declaration made on the date hereinafter set forth by WHITETAIL HILLS, LLC a Delaware Limited Liability Company, hereinafter referred to as Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land located in Nacogdoches County, Texas, containing 298.162 acres more or less and being more fully described in the Recorded Plat as Recorded in Nacogdoches County, Texas, In Book ~~plat~~ 18 Vol. 18, and Pg 24 hereinafter referred to as "Whitetail Hills" or "Property".

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Property in order to establish a uniform plan for its development, insure the use of the Property for residential and recreational purposes only, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Property;

WHEREAS, "Tract" or "Lot" means any individual tracts of land or lots sold by the Developer from the 298.162 acres described above.

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Property, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the land and inure to the benefit of each Tract Owner and his invitees. These Restrictions run with land and are inseparable upon recording of this document:

ARTICLE I RESTRICTIONS

1.01 The Property is to be used for single-family residential and/or recreational purposes.

1.02 The main residence constructed on the Tract shall have least one thousand (1,000) square feet within its outside walls. A Tiny Home or modular cabin are not subject to these requirements.

1.03. Upon start of construction, the exterior of any main residence must be completed within twelve (12) months from the slab being poured and built to applicable building codes.

1.04. Tiny Home or Modular Cabin: In addition to the main residence, one Tiny Home or Modular Cabin may be built upon each Tract prior to the main residence being constructed, provided the modular cabin contains no less than four hundred (400) square feet and no more than one thousand (1,000) square feet. There is no minimum square footage on a Tiny Home. Any Tiny Home or modular cabin must be constructed of new materials. No single-wide mobile manufactured homes are allowed on Property. Double wide manufactured homes are allowed, but must have been manufactured no longer than 3 years old from the date of placement on the Lot. I.e., placement in 2018, home manufactured in 2015 or newer.

1.05. Before the main residence is constructed, travel trailers and RV's may be temporarily stored on the Property but only for a maximum of 6 months of the calendar year. Travel trailers and RV's shall not be used as a residence. After the main residence is constructed, all boats, travel trailers and RV's must be stored behind the residence and must be a minimum of 100' from road and screened from view.

1.06. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be kept on the Property.

1.07. Animals and livestock are permitted on the Property, unless specially restricted; no pigs or peacocks will be permitted on the property.

1.08. No signs for advertising, or billboards, may be placed on the Property with the exception of one professionally made "for sale" sign.

1.09. No portion of the Property or any Tract can be divided into a single tract which is less than 10.00 acres.

1.10. No tract of land in Whitetail Hills originally sold by Developer can be divided into more than two tracts.

1.11. No activity whether for profit or not, shall be conducted on the Property which is not related to the occupation of the Property for single-family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances are stored on the Property. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities, by Developer, required to sell the Property. No activity which constitutes a nuisance or annoyance shall occur on the Property. Use of ATVs are permitted to be used on the Property and shall be required to have proper mufflers to lessen their emitted sound. Any and all types of legal hunting are permitted on any properties deemed suitable by the governing laws, assuming that said hunting activities conform to the hunting laws and timeframes of the State of Texas and any other required local laws or restrictions enforced in perpetuity.

1.12. Each tract of land sold from the Property shall be subject to a setback measuring seventy-five feet (75') in width across the front and twenty-five feet (25') from rear and side of each tract. Any utility easement(s) may be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of an owner of a tract of land on the Property. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. The Developer will be extending the electric to closest lot line at no expense to the property owner. No additional utilities will be provided.

1.13. All utility easements may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Property. The Developer reserves the right to grant specific utility easements without the joinder of any owner of a tract of land of the Property to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an owner of a tract of land of the Property located within the easements.

ARTICLE II ENFORCEMENT

Power to Enforce Restriction and Deed Restrictions: The Developer, its assignees, and any owner of a platted lot shall have the power to enforce the provisions of this Declaration and the Deed Restrictions and shall take such action as necessary or desirable to cause such compliance by each owner and each Related User.

Without limiting the generality of the foregoing. The Developer, its assignees, and any owner of a platted lot shall have the power to enforce the provisions of this Declaration and the Deed Restrictions by any one or more of the following means: (i) entry upon any Property after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by Owner or any other person), without liability by the Developer, its assignees, and any owner of a platted lot, for the purpose of enforcement of this Declaration or the Deed Restrictions (ii) commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration (iii) levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or the Rules and Regulation by such Member or a Related User.

Signatures follow on next page

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this 10 day of October, 2018.

Whitetail Hills LLC, a Delaware Limited Liability Company
By: American Land Partners, Inc., a Delaware Corporation, Manager

By: Renee Howes
Renee Howes, Authorized Agent

STATE OF TEXAS _____)
) ss.
County of Walker _____)

This instrument was acknowledged before me this 9 day of October 2018 by Renee Howes as Authorized Agent of Whitetail Hills LLC, a Delaware Limited Liability company.

Notary Debra Ann Burkhalter

My Commission expires: 9/14/2019

When Recorded Return To:
Whitetail Hills
1015 A West Street SH 150
New Waverly, TX 77358

