

DECLARATION OF RESTRICTIVE COVENANTS

Basic Information

Declarant: Timothy J. Phelan

Declarant's Address: P.O. Box 1274
Waller, Texas 77484

Property: A 37.010 acre tract of land in the H. & T. C. R.R. Co. Survey, Section 3, Abstract No. 347, Waller County, Texas, comprised of three tracts of land as described a Warranty Deed with Vendor's Lien recorded under Instrument Number 1900697, Official Public Records of Waller County, Texas, of which the tract referred to as the Tract II in said deed being further comprised of two sub-tracts by reason of and as shown by a plat recorded under Instrument Number 1903552, Official Public Records of Waller County, Texas.

Definitions

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

"Declarant" means Timothy J. Phelan, 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.

"Lot" means each tract of the three tracts (and sub-tracts) as shown in the Exhibits hereto. As shown on the Exhibits hereto, by reason of the instruments referred to above, the Property consists of four (4) Lots.

"Owner" means every record Owner of a fee interest in a Lot.

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

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. Uses and Term

1. *Permitted and Prohibited Use.* Each Lot shall be used for single-family residential purposes only. The term "single-family residential" used herein shall be held and construed to exclude apartment houses, duplex houses and multi-family houses of any kind and such usage of the subject property is hereby expressly prohibited. Provided however, guest homes and guest quarters are allowed. Additionally, no manufactured home, industrialized housing, mobile home, modular home or other type of off-site constructed housing, defined as such under the Texas Manufactured Housing Standards Act shall be placed on the property.

2. *Term.* The covenants, conditions, and restriction of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by 100 percent of the Owners of land within the Subdivision. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by 100 percent of such Owners. Neither shall any amendment nor any termination be effective until recorded in the deed records of Waller County, Texas, and all requisite governmental approvals, if any, have been obtained.

C. General Provisions

1. *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.

2. *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.

Executed this the 27th day of JUNE, 2019.

DECLARANT:

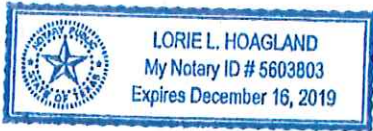

Timothy J. Phelan

THE STATE OF TEXAS

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§

COUNTY OF WALLER

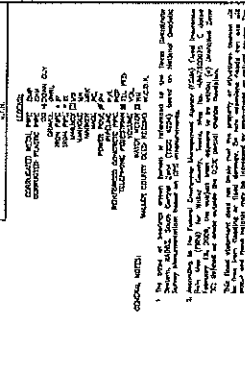
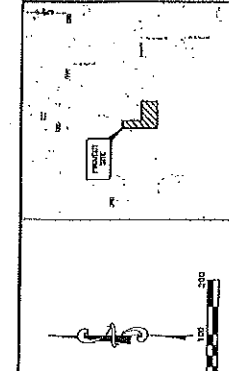
On the 27th day of June in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Phelan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Lorie L. Hoagland
Notary Public

Lorie L. Hoagland
Printed Name of Notary Public

My Commission Expires: 12-16-19



NOTICE TO CONTRACTOR:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND CONDITIONS HEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE SURVEY DATA AND THE LOCATION OF ALL UTILITIES AND OBSTRUCTIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

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GENERAL NOTES:

1. THE SURVEY WAS MADE BY MEANS OF THE TRIANGULATION METHOD AND THE DISTANCES WERE MEASURED BY ELECTRONIC DISTANCE MEASUREMENT (EDM).
2. THE BEARINGS WERE MEASURED BY AN AUTOMATIC THEODOLITE.
3. ALL DISTANCES ARE GIVEN IN FEET AND INCHES.
4. THE POINTS WERE MARKED BY IRON NAILS SET IN CONCRETE.
5. THE SURVEY WAS CONTROLLED BY THE SURVEY OF THE STATE OF TEXAS.
6. THE SURVEY WAS MADE ON THE 15th DAY OF MARCH, 2004.
7. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPS.
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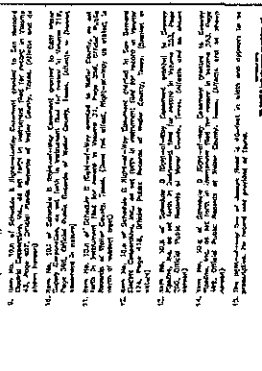
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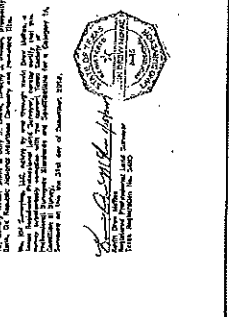
KM Surveying, LLC
 3902 REESE ROAD - SUITE C-100
 HOUSTON, TEXAS 77017-3610
 PHONE: 281-551-4111
 FAX: 281-551-4112
 WWW.KMSURVEYING.COM

LAND TITLE SURVEY
THREE TRACTS OF LAND
TOTALING 37.010 ACRES
H&C REESE CO. SECTION 3
HALLER COUNTY, TEXAS

DATE: JANUARY 4, 2004
 SHEET 1 OF 1
 JOB NO. 020400110

BY: [Signature]

DATE: JANUARY 4, 2004

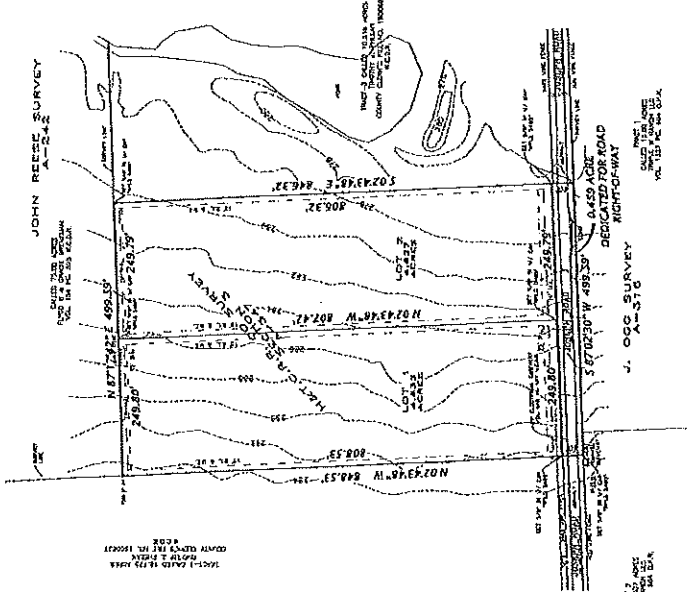


**FINAL PLAT OF
VISTA HILLS
1 BLOCK - 2 LOTS
A 9.719 ACRE PLAT IN THE
H.&T.C. R.R. COMPANY SURVEY A-347
BEING A PLAT OF 9.719 ACRES AS RECORDED IN CLERK'S FILE
NUMBER 1900897 OF THE OFFICIAL RECORDS OF WALLER COUNTY,
TEXAS.**

- LEGEND:**
- BLK. 100' WIDE
 - BLK. 150' WIDE
 - BLK. 200' WIDE
 - BLK. 250' WIDE
 - BLK. 300' WIDE
 - BLK. 350' WIDE
 - BLK. 400' WIDE
 - BLK. 450' WIDE
 - BLK. 500' WIDE
 - BLK. 550' WIDE
 - BLK. 600' WIDE
 - BLK. 650' WIDE
 - BLK. 700' WIDE
 - BLK. 750' WIDE
 - BLK. 800' WIDE
 - BLK. 850' WIDE
 - BLK. 900' WIDE
 - BLK. 950' WIDE
 - BLK. 1000' WIDE



SCALE: 1" = 100'



THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THE SURVEY IS TO BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. THE SURVEY IS TO BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:
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DECLARATION:

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct copy of the original records on file in my office.

[Signature]
Surveyor

ACCEPTANCE:

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct copy of the original records on file in my office.

[Signature]
Surveyor

WITNESSES:

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct copy of the original records on file in my office.

[Signature]
Surveyor

WITNESSES:

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct copy of the original records on file in my office.

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[Signature]
Surveyor

EXHIBIT "A"

This conveyance is made and accepted subject to the following conditions and restrictions:

- a. All tracts shall be used for single-family residential purposes only. The term "single-family residential" used herein shall be held and construed to exclude apartment houses, duplex houses and multi-family houses of any kind and such usage of the subject property is hereby expressly prohibited. Guest homes and guest quarters are allowed.
- b. It is expressly stipulated and agreed that no manufactured home, industrialized housing, mobile home, modular home or other type of off-site constructed housing, defined as such under the Texas Manufactured Housing Standards Act shall be placed on the property.
- c. The covenants, conditions, and restriction of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by 100 percent of the Owners of land within the 37.010 acre "Parent Tract". The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by 100 percent of such Owners. Neither shall any amendment nor any termination be effective until recorded in the deed records of Waller County, Texas, and all requisite governmental approvals, if any, have been obtained.