

**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 COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Declaration of Covenants, Conditions, and Restrictions is made by John L. Lynch and Stefanni S. Lynch, (collectively referred to as "Declarant"), whose mailing address is 14219 Carneswood Drive, Tomball, TX 77375. Declarant is the owner of that certain real property ("the Property") located in Montgomery County, Texas, and described by metes and bounds as follows:

All that certain tract or parcel of land containing 1.5000 acres, situated in the Joseph House Survey, Abstract 20, Montgomery County, Texas, out of a 77.75 acre tract called "Tract 23" in deed recorded in Volume 474 Page 83 of the Montgomery County Deed Records, and being part of a 6.032 acre tract described in deed filed for record under Montgomery County Clerk's File No. 2001-065177, said 1.500 acres being further described as follows:

BEGINNING at a 5/8" iron rod found on the Northerly line of Sentinel Oaks Road, a 60 foot wide right-of-way, marking the Southeasterly corner of the 6.032 acre tract and the Southwesterly corner of Lot 1 in Sentinel Oaks, a subdivision of record in Volume 5, Page 459 of the Montgomery County Map Records;

THENCE, South 57°34'41" West, 308.55 feet along the Northerly line of Sentinel Oaks Road to a 1/2" iron rod set for corner;

THENCE, North 32°25'12" West, 226.95 feet crossing part of the 6.032 acres tract to a 1/2" iron rod set for corner;

THENCE, North 57°34'41" East, 267.24 feet to a 1/2" iron rod set for corner on the common line of the 6.032 acre tract and said Lot 1;

THENCE, South 42°44'10" East, 230.68 feet along said common line to the POINT OF BEGINNING and containing 1.500 acres of land.

It is Declarant's intention and desire to subject the Property to the restrictions, covenants, and conditions hereinafter set forth each and all of which is and are for the benefit of Klinton L. Warner and wife, Laura Lynch Warner and any subsequent owner of the 3.0321 acre tract of land (or any portion thereof) as described by metes and bounds in Deed recorded under Clerk's File Number 2009-093843 of the Real Property Records of Montgomery County, Texas, and for the benefit of each owner and subsequent owner of the Property and the same shall inure to the benefit of and pass with the ownership of said 3.0321 acre tract, and each and every parcel thereof, and shall apply to and bind any owner and subsequent owner of the Property. Accordingly, Declarant

hereby declares the Property will, and shall be held, transferred, sold, and conveyed subject to the following restrictions, covenants, and conditions:

1. Single-Family Residential Construction

The Property shall be used only for single-family residential purposes, and no building shall be erected, or permitted to remain on the Property other than one detached single-family residential dwelling and a private garage for not less than two (2) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height. As used herein, the term "residential purposes" shall be construed to prohibit the use of the Property for duplex houses, garage apartments or apartment houses; and the Property shall not be used for business purposes of any kind, nor for any commercial or manufacturing purposes.

2. Minimum Square Footage Within Improvements

The living area on the ground floor of the main structure exclusive of open porches and the garage, shall not be less than sixteen hundred (1600) square feet for one-story dwellings. The total square feet for a multi-story dwelling shall not be less than nineteen hundred and fifty (1950) square feet.

3. Location of the Improvements upon the Property.

The residence shall front on the road and no building shall be located nearer to said road than forty (40) feet.

4. Annoyance or Nuisances

No noxious or offensive activity shall be permitted or carried on upon the Property nor shall anything be done thereon which may become an annoyance or a nuisance to neighboring home owners.

5. Temporary Structures and Site Alteration

No trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), manufactured home, modular or prefabricated home, tent, shack, barn or any temporary structure or building, shall be permanently placed on the Property, or used at any time as a residence. Provided, however, that during the construction of a residence, a trailer or manufactured home may be used for a temporary residence, provided such use does not continue for more than eighteen (18) months, regardless of whether the permanent residence is completed within such time or not.

6. Septic Tanks

No cesspools shall ever be dug, used or maintained on the Property and all toilets shall be connected with a septic tank, constructed in accordance with sound engineering practices and in compliance with Montgomery County regulations. The drainage of septic tanks into roads, streets, adjacent property, or public ditches, either directly or indirectly, is strictly prohibited. All drain lines and septic field lines shall not be closer than twenty-five (25) feet to the Property line.

7. Animal Husbandry

Livestock may be kept or permitted on the Property, as pets for domestic or family use only. No more than one horse or other large animal shall ever be kept or maintained on the Property (except for offspring kept for no more than one year after birth). It is expressly understood that none of such animals shall ever be kept, bred or maintained for any commercial purposes. In this connection, it is further understood that all stables and outbuildings must be placed or so situated that no part of them are closer to the front of the Property than a line parallel to the front property line lying at the rear of the principal dwelling situated on the Property. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets to become a nuisance or obnoxious to the owners or occupants of adjoining properties, or to become a hazard to the health, welfare and well-being of the community. No such structures and shelters for animals shall be maintained in any unsightly manner. F.F.A. and 4-H Club projects shall be permitted.

8. Duration of the Above Deed Restrictions

These restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property and the adjoining 3.0321 acre tract of land. 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 enforceable by the Declarant and by Klinton L. Warner and wife, Laura Lynch Warner and any subsequent owner of the 3.0321 acre tract of land (or any portion thereof) as described by metes and bounds in Deed recorded under Clerk's File Number 2009-093843 of the Real Property Records of Montgomery County, Texas.

9. Recreational Vehicle Storage

All travel trailers, recreational vehicles, boats and campers shall be kept or stored, either inside a garage or specially constructed storage area, or stored behind the main residence such that they cannot be seen from the street.

10. Attorneys' 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.

This Declaration is executed this 20 day of Nov., 2020.

**DECLARANT**

John L. Lynch  
JOHN L. LYNCH  
Stefanni S. Lynch  
STEFANNI S. LYNCH

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on Nov. 20, 2020, by John L. Lynch.

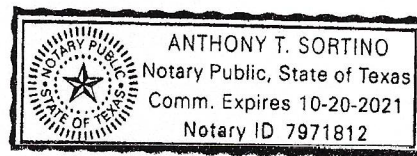
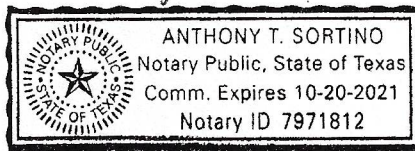
Anthony T. Sortino  
NOTARY PUBLIC STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on Nov. 20, 2020, by Stefanni S. Lynch.

Anthony T. Sortino  
NOTARY PUBLIC STATE OF TEXAS



**E-FILED FOR RECORD**

11/20/2020 10:49AM

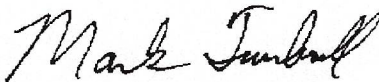


COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**11/20/2020**



County Clerk  
Montgomery County, Texas