

744A

**Declaration of Restrictive Covenants of Randle Hill Estates**

**Section I – Basic Information**

**Date:**

**Declarant:** Ralph Todd Poehlmann

**Declarants Address:**

**Property:**

FILED FOR RECORD  
WASHINGTON COUNTY TEXAS  
2020 NOV 17 PM 3: 22  
Berta A. Rothmann  
WASHINGTON COUNTY CLERK

**Section II – 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 such Owner or occupant of a Lot to a fine, damages, or injunctive relief.

**B. Plat and Easements**

1. The Plat, 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. A Lot may be used only for Residential purposes for a Single Family.
- b. Livestock is allowed. One horse or cow/calf unit per acre. Chickens are allowed. Animals for 4-H and FFA projects. Livestock should be kept in a securely fenced area and not be a nuisance to neighbors.

### **2. Prohibited Use.**

- 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 storage of---
  - i. Building materials except during the construction or renovation of a Residence or a Structure;
  - ii. Vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway;
  - iii. Unsightly objects unless completely shielded by a Structure
- f. Any use of the surface of the property for exploration for or extraction of minerals;
- g. Any commercial or professional activity except reasonable home business use;
- h. The display of any sign except ---
  - i. One not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
  - ii. Political signage not prohibited by law

- i. Installing or maintaining a mobile home, manufactured home on a Lot, whether permanently or temporarily;
- j. Moving a previously constructed house onto a Lot;
- k. Interfering with a drainage pattern or the natural flow of surface water;
- l. Hunting or shooting other than defensive or to remove varmints

#### **D. Construction and Maintenance Standards**

##### **1. Lots**

- a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted other than utility.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

##### **2. Residences and Structures**

- a. *Required Area.* The total area of a Residence, exclusive of porches, garages, carports, or other Structures must be a minimum of 1600 square feet.
- b. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front of the Lot line.
- c. *Garages and Carports.* Each Residence must have at least a one-car garage or carport accessed by a driveway. The garage may be a separate structure.
- d. *Damaged or Destroyed Residences or Structures.* Any Residence or Structure that is damaged must be repaired within 120 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Lot restored to a clean and attractive condition.

#### **E. General Provisions**

1. Term. This Declaration runs with the land and is binding in perpetuity.

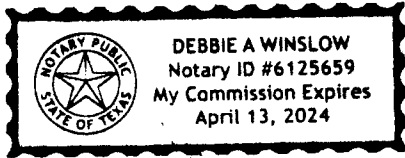
DECLARANT:

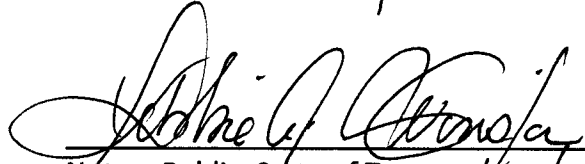
  
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RALPH TODD POEHLMANN

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on 9<sup>th</sup> July, 2020 by  
Ralph Todd Poehlmann.



  
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Notary Public, State of Texas  
My commission expires: 4/13/2024