

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS  
FOR  
FIFE FARMSTEADS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WALLER

That Crystal Krivacka & Brandon Krivacka (herein called the "Declarant") are the Owners of the following described real property located in Waller County, Texas known as FIFE FARMSTEADS (herein sometimes called the "Subdivision") more fully described as E.D. F. Williams Survey Abstract No.272 Consisting of 7.769 Total Acres, Section One, 6 Lots and recorded in the official public records of Waller County #2206827.

Declarant desires to impose upon the Subdivision all the protective covenants, conditions, and restrictions as set out herein, and to hereby impose a common plan and scheme of Restrictive Covenants applicable to the Subdivision so that there is a uniform plan for the improvement and development thereof and, to that end, Declarant desires to and does hereby impress and impose upon the Subdivision a universal scheme of restrictive covenants, each of which covenant shall run with the land and shall bind the Declarant and all persons hereafter owning or claiming any interest in any portion of the Subdivision for the period hereafter specified; and which such covenants shall inure to the benefit of and be enforceable by the Declarant and all future owners of any portion of the Subdivision, and their respective heirs, executors, administrators, and assigns.

NOW, THEREFORE, it is hereby declared:

- [a] That all of the Subdivision shall be owned, held, used, encumbered, occupied, sold, conveyed and enjoyed subject to the following covenants, conditions, and restrictions, which are for the purpose of protecting the value and desirability of the Subdivision, and shall run with the land of the Subdivision, and shall inure to the benefit of and shall be binding on all parties having any right, title, or interest in or to the Subdivision or any part thereof, their heirs, successors and assigns; and that to effect such ends the Declarant hereby impresses upon the Subdivision the herein after provided covenants, restrictions, and reciprocal negative easements, and,
  
- [b] That each and every deed, conveyance, deed of trust, and all other contracts and agreements of every type and character that may hereafter be executed with regard to the Subdivision, any Lot, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not the same are set out and/or referred to in any said document, to-wit:

I.  
DEFINITIONS

In addition to their common meaning, the following terms shall have the following stated meanings and definitions as used herein:

1.01 Owners. "Owner" or "Owners" as used herein shall refer to:

[a] Declarant, for so long as Declarant has any right, title, or interest in or to any of the Lot or Lots; and

[b] Each and every Grantee of Declarant and their respective heirs, successors, and assigns; and

[c] Any Owner of any estate, interest or title to any Lot or Lots who shall later join in these covenants by later instrument, either adopting, ratifying, confirming, taking subject to, or accepting the mutual and universal scheme of restrictive covenants created herein (including but not limited to any document which incorporates this restrictive covenant agreement by reference); and

[d] All persons claiming any right, title or interest in or to any Lot or Lots, and their respective heirs, assigns, executors, administrators and successors.

1.02 "Lot" (and "Lots") means and includes each and all of the platted lots or parcels located in FIFE FARMSTEADS SUBDIVISION; including any subdivision, re-subdivision, modification, consolidation, or re-designation of a Lot permitted by the terms hereof.

1.03 "Subdivision" means the property known as the legal description of which is attached, FIFE FARMSTEADS, as Exhibit "A" here to and the Plat (as such Plat may be amended as herein provided) as recorded in the Official Public Records of Waller County, Texas.

1.04 "Protective Covenants" and/or "Covenants" shall mean and be a reference to all of the covenants, conditions and restrictions set out in this Declaration. This agreement is herein sometimes referred to as the "Declaration" and/or the "Restrictive Covenant Agreement".

1.05 References contained herein to the "Official Public Records of Waller County, Texas" and all similar references shall be deemed to be a reference to the official real property records of Waller County, Texas, maintained by the office of the Waller County, Clerk, regardless of the name by which such records may be known at the relevant time.

## II. RESIDENTIAL USE ONLY

2.01 Residential Purposes. Except as hereinafter expressly provided in Article "V" hereof, every Lot located within the Subdivision shall be used for single-family residential purposes only. No building or structure shall be erected, altered, or placed on any Lot other than one detached single family dwelling not to exceed two stories in height, a private garage for automobiles and equipment of the occupant, and barns, well houses, and similar outbuildings reasonably suitable and customary for use in connection with a residence in a rural environment and consistent with and as permitted by the terms hereof.

The terms "Residential Purposes" and "Residence" as used herein shall not be construed to permit tents, campers, trailers, mobile homes, or manufactured housing to be used as a residence except for the limited purposes set out herein.

Under no circumstances shall mobile homes, temporary buildings, or any structures other than those permitted hereby be erected or placed on any Lot for any purpose not expressly permitted under the terms hereof. No structure of a temporary character, including any trailer, mobile home, tent, shack, or other outbuilding shall ever be used or permitted used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that this provision shall not operate or be construed to:

[a] Lot #1- (1) Two-Section mobile home will be allowed.

[b] Lot #4- Current mobile home is grandfathered, but may not be replaced.

2.02 One Residence. Only one residence shall be constructed or permitted to exist on each Lot. However, in addition to outbuildings as may be permitted hereunder, it shall be permissible for a guest house and/or servant's quarters to be constructed and located on a Lot if the same complies with the terms hereof and is ancillary to an existing single-family residential structure which complies with the terms hereof.

2.03 Square Footage Minimums & Related Matters. No residence shall be constructed on any Lot in the Subdivision which has a first floor living area of less than 1,500 square feet (excluding porches, garages, patios, and the like). No guest house or servant's quarters may be constructed on any Lot which has a first floor living area of less than 500 square feet.

2.04 Time for Construction. Construction of the primary residence structure on a Lot must be completed to occupancy within one (1) year of date such construction commences.

2.05 Sewage. All residences constructed in the Subdivision shall have inside toilets and inside plumbing attached to septic tanks or other sewage or waste disposal systems approved by an appropriate governmental entity prior to connection thereto. There shall be no cesspools in the Subdivision. All sewage waste and wastewater must be disposed of only through properly permitted, approved, and constructed septic tanks and drain fields.

### III.

#### RESUBDIVISION & CONSOLIDATION

3.01 Resubdivision of Lots. None of the Lots shall be subdivided.

### IV.

#### OIL, GAS & MINERAL MATTERS

4.01 Declarant's Waiver of Surface Use Rights. No oil or gas well drilling, development operations, pipe lines, refining, boring, or mining operations of any kind shall be permitted on the surface of any Lot by the Declarant or any Owner. All oil, gas, and mineral leases hereafter executed by the Declarant or by any Owner (and their respective heirs, successors and assigns) shall be deemed so limited. There may be prior mineral owners with surface rights.

### V.

#### ANCILLARY BUSINESS USAGE

5.01 Home Office Usage. Except as set out herein, no business or other commercial operations shall be conducted or maintained on any Lot. A non-retail home office contained entirely within a permitted structure is acceptable to the extent all business activities are kept in a manner that is not detrimental to the other Property Owners in the Subdivision.

5.02 Permitted Usage. Personal gardening, farming, and the raising of domestic livestock and other matters expressly permitted herein shall not constitute a business use which violates the terms of these Restrictive Covenants.

5.03 Animals and Livestock. Each Lot within the Subdivision shall be allowed to keep one animal unit per acre, exclusive of household pets. For purposes of calculating one animal unit, cows and horses shall each count as one animal unit, and sheep or goats shall each be considered one-half animal unit. A mother and her un-weaned offspring shall constitute one animal unit. No swine shall be allowed within the Property except for approved FFA or 4-H projects, and then only for the time required to properly complete such FFA or 4-H projects. Each Lot shall be limited to no more than 3 pigs for the project.

## VI. USAGE AND OTHER RESTRICTIONS

6.01 Noxious, Illegal or Offensive Activities. No activities which violate any rule, regulation or law of any governing body having jurisdiction shall be permitted on any Subject Property or Lot. No noxious, offensive or illegal uses or activities may be conducted or permitted on any Lot. No activities, uses, or conditions shall be performed, permitted, or maintained on any Lot which is or becomes a nuisance.

6.02 General Maintenance & State of Repair. Each Owner or occupant of a Lot shall keep the Lot clean and free of trash, salvaged automobiles, and machinery, and shall maintain improvements in a good state of repair. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot. No odors shall be permitted to arise from any Lot which causes or renders a Lot or any portion thereof to be unsanitary, unsightly, offensive, or detrimental to any other Lot or to its Owners or occupants.

6.03 No Salvage or Inoperative Equipment. No stripped down, wrecked, junked, or inoperable vehicle (hereinafter "Junk Vehicle") shall be kept, parked, stored or maintained on any portion of any Lot which is visible to public View from any road or from any lands within the Subdivision or from any lands adjacent to a Lot. All Junk Vehicles must be at all times kept inside a closed garage or barn.

6.04 Flags. No display of any flags, except for "Permitted Flags" shall be allowed. "Permitted Flags" mean:

- [a] The flag of the United States.
- [b] The flag of the State of Texas.
- [c] The official flag of any branch of the United States Armed Forces.
- [d] The flag of any institution of higher education.

6.05 Air Conditioning. Window or wall-type air conditioners may not be used in a Residence, but shall be permitted in outbuildings, provided they are not visible from the road.

6.06 Dumping. No trash, ashes, garbage, or other refuse maybe thrown or dumped on any Lot in the Subdivision. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. Refuse, garbage, and trash shall be kept at all times in covered containers, and all equipment for the storage of such materials shall be kept in a clean and sanitary condition. No trash, garbage or refuse of any type may be buried on any Subject Tract, Property, or Lot.

6.07 Mowing. Grass and weeds on each Lot must be kept mowed at regular intervals or as may otherwise be necessary to maintain the same in a neat and attractive manner.

6.08 Damaged or Destroyed Improvements. Any building(s), structure(s) or improvement(s) on any Lot which may be destroyed partially or totally by fire, windstorm, storm, or by any other means shall be repaired and restored to its original condition within one (1) year after the event(s) causing such damage or destruction. If such repair or restoration of improvements is not completed within said 1 year period, the such damaged or destroyed improvement(s) shall be demolished and removed from the Lot within 90 days thereafter, all at the sole cost of the Owner of the Lot.

6.09 Firearms. All federal, state and local laws pertaining to the possession and use of firearms shall be adhered to, as well as common firearm safety.

6.10 Signs. No signs, billboards, posters, or other advertising devices of any kind shall ever be erected on any Lot except a "For Sale" sign which shall be dignified in keeping with the attractiveness of the Subdivision. This provision shall not apply or operate to prohibit the display of small signs evidencing support for a political candidate or the support or opposition of a political referendum or amendment for a reasonable period of time prior to, and after an election.

6.11 Recreational Vehicles are allowed to be stored or lived in on the Property or Lot, provided they are not visible from the road.

## VII.

### ENFORCEMENT AMENDMENT AND TERMINATION

7.01 Enforcement. The following persons shall each have the right and power (but not a duty or obligation) to enforce, by proceeding at law or in equity, all restrictions conditions, covenants, and reservations now or hereafter imposed by the provisions of this Restrictive Covenant Agreement (as the same may be amended from time to time):

[a] Each Owner of a Lot, and,

[b] The Declarant, for so long as the Declarant owns any part of the Subdivision or any other right, title, interest, or claim related thereto.

7.02 No Waiver. The failure to enforce or to seek enforcement of any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.03 Binding Nature. The grants, rights, covenants, conditions, and restrictions contained in this Restrictive Covenant Agreement shall run with and bind the land comprising the Subdivision, and shall insure to the benefit of and shall be binding upon the Owners of each Lot, and their respective legal representatives, heirs, Successors, and assigns.

7.04 Term. Unless amended as provided herein, this Restrictive Covenant Agreement shall be effective for a term of thirty (30) years from the Effective Date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as hereinafter set forth.

7.05 Amendment/Termination. This Restrictive Covenant Agreement may be amended, modified, or terminated only by the following means and methods:

- [a]. Subject to the provisions of sub-paragraph "[b]" below, this Restrictive Covenant Agreement may be amended, modified, or terminated at any time by a recorded written instrument signed and acknowledged by the Owners of not less than seventy percent (70%) of the Lots comprising the Subdivision at the time of the filing such instrument with the County Clerk of Waller County, Texas. No amendment, modification, or termination hereof shall be effective, however, until such properly executed document is filed with the Waller County Clerk for recording in the Official Public Records of Waller County, Texas. Any such amendment, modification or termination shall make specific reference to this Restrictive Covenant Agreement .
- [b]. Provided, however, that for so long as Declarant owns any interest in the Lot, no amendment, modification or termination of this Restrictive Covenant Agreement shall be valid or binding on any person unless and until Declarant has joined therein or consented thereto by a written instrument signed and acknowledged by Declarant (or Declarant's heirs, successors or administrators) and filed with the County Clerk of Waller County, Texas for recording in the Official Public Records of Waller County, Texas.

7.06 Severability. The provisions of these restrictions shall be deemed independent. A judgment or court order shall in no way affect any of the other provisions hereof. The invalidity of or partial invalidity of any portion thereof by a court shall not invalidate the other portions of the other provisions hereof shall remain in full force and effect.

7.07 Law and Venue. This Declaration shall be construed in accordance with the laws of the State of Texas. This instrument is and shall be deemed to be wholly performable in Waller County, Texas, where venue shall be for any action concerning this Declaration or any matter related hereto.

7.08 Construction. If these Restrictive Covenants or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, the general purposes and objectives of these Restrictive Covenants shall govern.

7.09 Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision thereof.

7.10 Pronouns, etc. The singular wherever used herein shall be construed to mean the plural where applicable. The pronouns of any gender shall include the other gender. The necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed.

7.11 Multiple Originals. This Restrictive Covenant Agreement may be executed in multiple originals, each of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Declarant hereby executes this Restrictive Covenant Agreement as of the \_\_\_\_\_ day of July, 2022 (the "Effective Date").

*Crystal Mae Krivacka*

\_\_\_\_\_  
CRYSTAL KRIVACKA

*Brandon Krivacka*

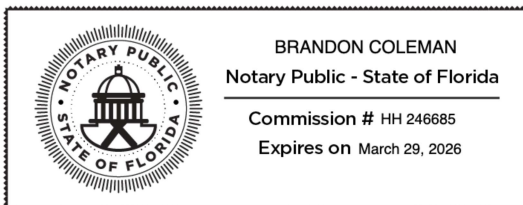
\_\_\_\_\_  
BRANDON KRIVACKA

STATE OF ~~TEXAS~~ Florida §

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COUNTY OF \_\_\_\_\_ Seminole §

This instrument was acknowledged before me on the \_\_\_\_\_<sup>27th</sup> day of \_\_\_\_\_<sup>July</sup>, 2022, by CRYSTAL KRIVACKA.



*Brandon Coleman*

\_\_\_\_\_  
Notary Public, State of ~~Texas~~ Florida

Notarized online using audio-video communication

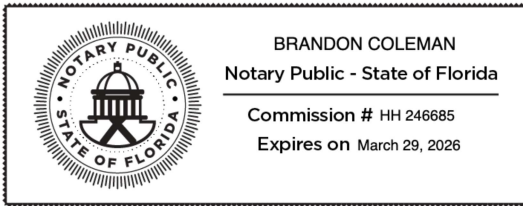
STATE OF ~~TEXAS~~ Florida §

§

COUNTY OF \_\_\_\_\_ Seminole §

This instrument was acknowledged before me on the 27th day of July, 2022, by BRANDON KRIVACKA.

*Brandon*



\_\_\_\_\_  
Notary Public, State of ~~Texas~~ Florida

Notarized online using audio-video communication