

After Recording Return To:
Alex Valdes
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401 Congress Ave., Suite 2100
Austin, Texas 78701
avaldes@winstead.com



RESTRICTIVE COVENANTS

Lot Use Restrictions

[COOKE COUNTY, TEXAS]

RESTRICTIVE COVENANTS

Lot Use Restrictions

The following restrictive covenants are impressed on the property described herein and are established by Liberty Bankers Life Insurance Company, an Oklahoma corporation the record title owner of the property that is subject to the restrictive covenants.

RECITALS:

A. This instrument is filed with respect to Lots 1 through 43 of Eagle’s Perch, a subdivision according to the plat recorded in Document No. _____ of the Official Public Records of Cooke County, Texas (the “Property”). Liberty Bankers Life Insurance Company is the owner of the Property.

B. Liberty Bankers Life Insurance Company desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.

C. By the recording of this instrument, Liberty Bankers Life Insurance Company serves notice that the Property will be subjected to the terms and provisions herein.

NOW, THEREFORE, it is hereby declared: (i) that the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will 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 in full or by reference in said contract or deed.

**ARTICLE 1
RESTRICTIONS**

The Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

1.1 Mobile Homes Prohibited. No mobile homes shall be parked or placed on any street right of way, Lot, or used as a residence, either temporary or permanent, at any time.

1.2 Travel Trailers. No more than one (1) travel trailer may be parked temporarily for a period not to exceed two (2) consecutive weeks during a thirty (30) day period on a Lot.

1.3 Animals. Only cattle, horses, and domestic household pets may be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such as pot-bellied pigs, exotic snakes or lizards, monkeys, chickens, or other exotic animals). No other animals, including pigs, hogs, swine, poultry, fowl, wild animals, sheep, goats, or any other type of animal not considered to be a domestic household pet may be kept, maintained, or cared for on or within the Property. No owner may keep on such owner's Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than within the owner's residence, or the fenced yard space associated therewith, unless confined to a leash. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times.

1.4 Subdividing. No Lot shall be further divided or subdivided.

1.5 Compliance with Setbacks. No residence or any other permanent structure or improvement may be constructed on any Lot nearer than twenty feet (20') to a street or front, rear, or side property line.

1.6 Prohibition of Damage, Nuisance, and Noise. Nothing shall be done or kept on the Property, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirements of any governmental body. Furthermore, noxious, destructive or offensive activity shall not be carried on within any portion of the Property. No owner, resident, or occupant of a Lot may use or allow the use of the Lot or any portion of the Property at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other owners. In addition, no owner, resident, or occupant of a Lot may use or allow the use of a Lot or the Property in any manner which creates disturbing noises.

1.7 Single-Family Residential Use. The Lots shall be used solely for private single family residential purposes. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an owner may conduct business activities within a residence so long as: (i) such activity complies with all applicable laws; (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed on the Lot; (iii) the business activity does not involve customers, contractors, clients, or the general public visiting the residence to conduct activities related to the business; (iv) the existence of operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Lot, sound, or smell from outside the residence; (v) the business activity does not involve door-to-door solicitation of residents within the Property; (vi) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vii) the business does not require the installation of any machinery other than that customary

to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required.

1.8 Rubbish and Debris. No rubbish or debris of any kind may be permitted to accumulate on or within the Property, and no odors will be permitted to arise therefrom so as to render all or any portion of the Property unsanitary, unsightly, offensive, or detrimental to any other property or Residents. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view.

**ARTICLE 2
GENERAL PROVISIONS**

2.1 Enforcement. Each owner of a Lot or Property has the right to enforce these restrictions against any other owner.

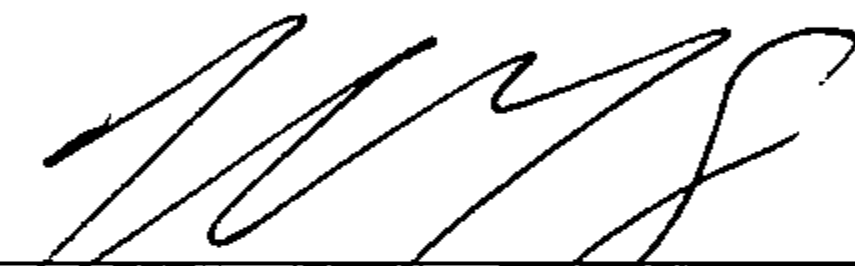
This instrument is effective as soon as it is filed of record in the real property records of Cooke County, Texas.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

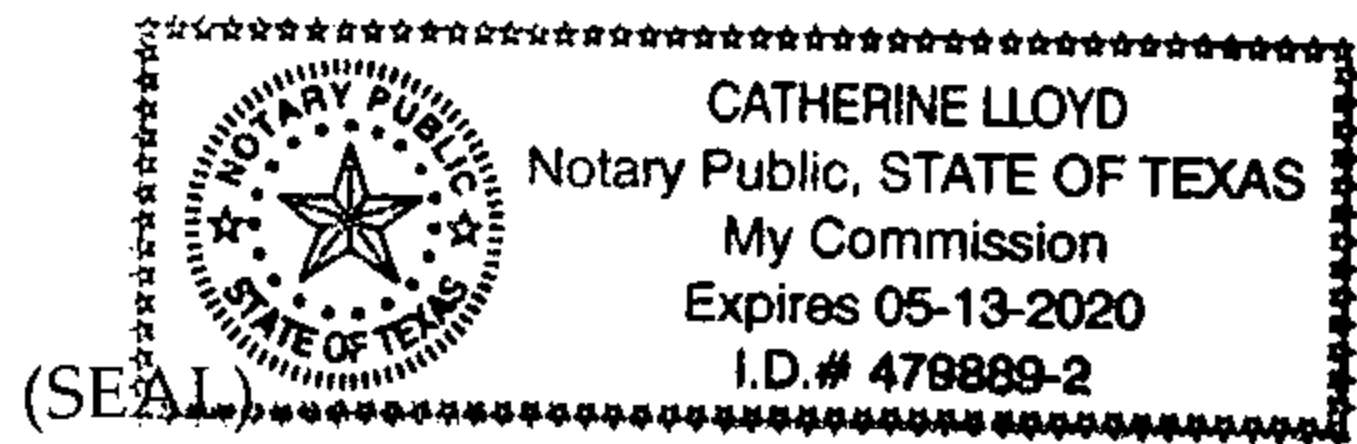
OWNER:

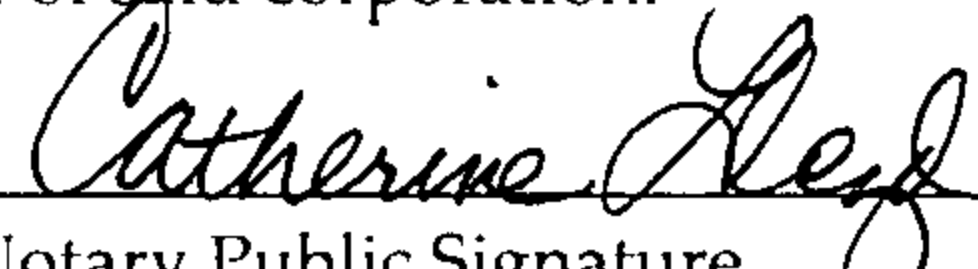
LIBERTY BANKERS LIFE INSURANCE COMPANY,
an Oklahoma corporation

By: 
Printed Name: Marcus Kujawa
Title: Authorized Signatory

THE STATE OF TEXAS §
 §
COUNTY OF COOKE §

This instrument was acknowledged before me this 11th day of February 2020, by Marcus Kujawa, Auth. Signatory of Liberty Bankers Life Insurance Company, an Oklahoma corporation on behalf of said corporation.




Notary Public Signature

Doc
00001411

Bk
OPR

Vol
2314

Ps
211

Filed for Record in:
Cooke County
On: Feb 24, 2020 at 10:59A

As a
No Fee Recording

Document Number: 00001411

Amount .00

Receipt Number - 122959

By,
Amber Schrader

STATE OF TEXAS COUNTY OF COOKE
I hereby certify that this
instrument was filed on the date
and time stamped hereon by me and
was duly recorded in the volume
and page of the named records of:
Cooke County
as stamped hereon by me.

Feb 24, 2020

PAM HARRISON, Cooke County Clerk
Cooke County Clerk