

**Declaration of Restrictive Covenants of the  
MILL ACRES  
Subdivision**

**Basic Information**

**Date:** February 3, 2022

**Declarant:** KLM HOPE, LLC, a Texas Limited Liability Company

**Declarant's Address:** P.O. Box 929, Whitehouse, Texas 75791

**Property:** BEING 55.217 acres of land situated in the Marion A. Cox Survey, Abstract No. 144, Van Zandt County, Texas, being all of that certain 55.217 acre tract of land described in a warranty deed from William Randall Shapiro Living Trust to KLM HOPE, LLC, a Texas limited liability company, as recorded in Document Number 2021-009708 of the Official Public Records of Van Zandt County, Texas, said 55.217 acres of land being more particularly described by metes and bounds on the attached Exhibit A.

**Definitions**

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

"Declarant" means KLM HOPE, LLC, a Texas limited liability company, 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.

"Development Period" means the period of time until Declarant has sold and conveyed each and every Lot.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

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

"Plat" means the Plat of the Property recorded as Instrument No. \_\_\_\_\_ in Cabinet \_\_\_\_, Slide \_\_\_\_ of the real property plat records of Van Zandt County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

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

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **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. 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 Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -
- a. any activity that is otherwise prohibited by this Declaration;
  - b. any illegal activity, including without limitation, violation of any statute, ordinance or regulation of the United States of America, the State of Texas, the County of Van Zandt, and any other governmental or quasi-governmental agency or subdivision thereof having jurisdiction over the Subdivision;
  - c. any nuisance or noxious or offensive activity;
  - d. any dumping or storage of rubbish or garbage;
  - 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 with tires inflated; or
    - iii. semi-trucks, semi-truck trailers, large or small construction trucks classified greater than 1 ton in size, or construction equipment including without limitation, cement trucks, bull dozers, and cranes.
  - f. any keeping or raising of animals, livestock, swine or poultry, except when such do not create odor or excessive noise, are well maintained and cared for, and meet at least one of the following exceptions:
    - i. one livestock animal per two acres of property,
    - ii. up to two swine if necessary for school project and teaching, or
    - iii. common domesticated household pets, such as dogs and cats, not to exceed a reasonable amount for the size Lot in the area;
  - g. any business, commercial or professional activity, including without limitation bird farms, except reasonable home office 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; and

- iii. a builder's sign of not more than eight square feet during the time a residence is being constructed on a Lot;
- i. installing a mobile home, manufactured home, manufactured housing, prefabricated or modular home, motor home, or house trailer on a Lot; and
- j. moving a previously constructed house onto a Lot.

**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 except as to Declarant's rights as described hereinbelow.
- c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition, such that the Lot, Residence and Structures do not detract from the appearance, quality or value of the other Lots, Residences, and Structures in the Subdivision.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.
- b. *Required Area.* The total heated and cooled area of a Residence, exclusive of porches, breezeways, terraces, garages, and all other attached or detached outbuildings, must be at least 1700 square feet.
- c. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. No portion of any Residence or Structure shall be constructed within the front setback which shall be the deeper of either (i) 75 feet from the right of way on the front of the Lot or (ii) 110 feet from the centerline of the roadway along the front of the Lot. No portion of any Residence or Structure shall be constructed within the side setback or rear setback which shall be 30 feet from both sides and rear of the Lot. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence.
- d. *Outbuildings.* One outbuilding other than the Residence may be constructed if in compliance with Setbacks, and so long as any such Structure is

no smaller than 600 square feet and no larger than 2,000 square feet.

3. *Building Materials for Residences and Structures*

a. *Exterior Walls.* All Residences must have at least sixty (60) percent of their exterior walls of brick, brick veneer, stone, stone veneer, concrete siding, or combination thereof.

b. *Driveways.* When a Residence exists on a Lot, the driveway servicing such Lot must be surfaced with all-weather material of concrete or asphalt for the first 100 feet from the access road and may then be built of either material and/or other all-weather materials including limestone (caliche), crushed rock, or crushed concrete. If there is no Residence on the Lot, only the entrance from the road onto the Lot is required to be surfaced with all-weather material of concrete, asphalt, and/or other all-weather materials including limestone (caliche), crushed rock, or crushed concrete

**E. General Provisions**

1. *Term.* This Declaration runs with the land and is binding for a term of twenty (20) years.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

5. *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.

6. *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.

9. *Reservation of Declarant's Rights.* Notwithstanding anything to the contrary herein, Declarant reserves the right, so long as the Declarant owns a Lot, to, in its sole and absolute discretion, subdivide or re-subdivide, as the case may be, plat or replat, as the case may be, and/or amend these covenants, restrictions, charges, easements, and/or any modifications thereto, on all or any portion of the Subdivision.

10. *Assignment by Declarant.* Notwithstanding any portion in this Declaration to the contrary, Declarant may in writing, filed of record and referring to this Declaration, expressly assign in whole or in part, any of its privileges, exemptions, rights and duties under this

Declaration to any other person or entity. Upon assignment by Declarant thereof, Declarant shall no longer be liable for performance of such assigned rights provided that the assignee assumes same.

KLM HOPE, LLC, a Texas limited liability company

\_\_\_\_\_  
Larry Morris, President and Authorized Signer

STATE OF TEXAS )

COUNTY OF SMITH )

This instrument was acknowledged before me on February \_\_\_\_, 2022, by Larry Morris, President and Authorized Signer of KLM HOPE, LLC, a Texas limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

After recording, please return to:

CLINT JAMES PC  
815 Rice Road  
Tyler, TX 75703  
Tel: (903) 579-0630  
Fax: (903) 579-0640  
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## EXHIBIT A

BEING 55.217 acres of land situated in the Marion A. Cox Survey, Abstract No. 144, Van Zandt County, Texas, being all of that certain called 55.183 acre tract of land described in a general warranty deed from William Randall Shapiro to William Shapiro Living Trust, William Randall Shapiro, Trustee, as recorded in Document Number 2016-006823 of the Official Public Records of Van Zandt County, Texas, said 55.217 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod (found) at the southerly southeast corner of the above referenced 55.183 acre tract, and being at the southwest corner of that certain called 6.659 acre tract of land described in a warranty deed with vendor's lien to Bobby Baucom and Cindy Baucom, as recorded in Volume 2165, Page 90 of the Official Public Records of Van Zandt County, Texas, and being at an angle break in the north line of that certain called 1.78 acre tract of land described in a warranty deed with vendor's lien to Kyle V. Monk and Natalie R. Monk, as recorded in Document Number 2019-008065 of the Official Public Records of Van Zandt County, Texas, and being the southerly southeast corner of the herein described tract, from which a ½" iron rod with cap marked "1911" (found) bears North 87 deg. 19'13" East, a distance of 17.35 feet;

THENCE South 87 deg. 35'46" West, at a distance of 162.50 feet pass a ½" iron rod (found) 0.36 feet south of line at the northwest corner of the above mentioned 1.78 acre tract, and being at the northeast corner of that certain called 2.00 acre tract of land described in a warranty deed with vendor's lien to Jeff Reiser and Christie Reiser, as recorded in Document Number 2020-000079 of the Official Public Records of Van Zandt County, Texas, at a distance of 370.32 feet pass a ½" iron rod (found) 0.61 feet south of line at the northwest corner of the above mentioned 2.00 acre tract, and being at the northeast corner of that certain called 3.062 acre tract of land described in a warranty deed with vendor's lien to Stuart Weatherford and Kelly Weatherford, as recorded in Volume 2068, Page 194 of the Official Public Records of Van Zandt County, Texas, at a distance of 711.55 feet pass a ½" iron rod with cap marked "WARREN" (found) at the northwest corner of the above mentioned 3.062 acre tract, and being at the northeast corner of that certain called 1.183 acre tract of land described in a warranty deed with vendor's lien to Robert L. McCullough and Melody J. McCullough, as recorded in Volume 1806, Page 358 of the Official Public Records of Van Zandt County, Texas, at a distance of 844.09 feet pass a ½" iron rod (found) at the northwest corner of the above mentioned 1.183 acre tract, and being at the northeast corner of that certain called 1.179 acre tract of land described in a general warranty deed to Marty Becker and Amy Becker,

## EXHIBIT A (continued)

as recorded in Document Number 2008-009511 of the Official Public Records of Van Zandt County, Texas, and continue for a total distance of 976.67 feet to a ½" iron rod (found) at the southerly southwest corner of the above mentioned 55.183 acre tract, and being at the northwest corner of the above mentioned 1.179 acre tract, and being located in the east line of that certain called 6.19 acre tract of land described in a general warranty deed to Marty R. Becker and Amy P. Becker, as recorded in Volume 1410, Page 174 of the Official Public Records of Van Zandt County, Texas, and being the southerly southwest corner of the herein described tract;

THENCE North 03 deg. 45'40" West, for a distance of 61.74 feet to a ½" iron rod (found) at an interior ell corner of said 55.183 acre tract, and being at the northeast corner of the above mentioned 6.19 acre tract, and being an interior ell corner of the herein described tract, from which a 5/8" iron rod (found) bears South 24 deg. 57'07" West, a distance of 1.66 feet;

THENCE South 87 deg. 32'04" West, for a distance of 295.07 feet to a 3/8" iron rod (found) at a southwest corner of said 55.183 acre tract, and being at the southeast corner of that certain called 3.00 acre tract of land described in a general warranty deed to Ventura Rivera, as recorded in Volume 2247, Page 83 of the Official Public Records of Van Zandt County, Texas, and being located in the north line of said 6.19 acre tract, and being a southwest corner of the herein described tract;

THENCE North 03 deg. 02'44" East, for a distance of 496.07 feet to a 3/8" iron rod (found) at an interior ell corner of said 55.183 acre tract, and being at the northeast corner of the above mentioned 3.00 acre tract, and being an interior ell corner of the herein described tract;

THENCE South 88 deg. 56'09" West, for a distance of 262.32 feet to a 3/8" iron rod (found) at the westerly southwest corner of said 55.183 acre tract, and being at the northwest corner of said 3.00 acre tract, and being located in the east right-of-way line of VZ County Road 4212, and being the westerly southwest corner of the herein described tract;

THENCE North 02 deg. 09'40" East, for a distance of 287.54 feet to a fence corner post (found) at an angle break in the west line of said 55.183 acre tract, and being located in the east right-of-way line of the above mentioned VZ County Road 4212, and being an angle break in the west line of the herein described tract, from which a 5/8" iron rod (found) bears North 66 deg. 45'05" West, a distance of 1.67 feet;

THENCE North 14 deg. 19'13" East, for a distance of 561.14 feet to a 3/8" iron rod (found) at the westerly northwest corner of said 55.183 acre tract, and being located in the east right-of-way line of said VZ County Road 4212, and being the westerly northwest corner of the herein described tract;

THENCE North 89 deg. 25'40" East, for a distance of 793.66 feet to a ½" iron rod (found) at an interior ell corner of said 55.183 acre tract, and being at the southeast corner of that certain called 0.348 of an acre tract of land described in a warranty deed to Marty Mewbourn and Jack Mewbourn, as recorded in Document Number 2015-002920 of the Official Public Records of Van Zandt County, Texas, and being an interior ell corner of the herein described tract;

THENCE North 01 deg. 56'35" West, for a distance of 83.45 feet to a 5/8" iron rod (found) at the northerly northwest corner of said 55.183 acre tract, and being at the northeast corner of the above mentioned 0.348 of an acre tract, and being located in the south right-of-way line of Farm-to-Market Road No. 858, and being the northerly northwest corner of the herein described tract;

THENCE South 76 deg. 30'53" East, for a distance of 195.50 feet to a 2" steel pipe fence corner (found) at a northeast corner of said 55.183 acre tract, and being at the northwest corner of that certain called 0.708 of an acre tract of land described in a warranty deed with vendor's lien to Monty Hilton and Tina Hilton, as recorded in Volume 1854, Page 124 of the Official Public Records of Van Zandt County, Texas, and being a northeast corner of the herein described tract, from which a ½" iron rod (found) bears South 76 deg. 30'53" East, a distance of 20.21 feet;

THENCE with the west, south, and east lines of the above mentioned 0.708 of an acre tract, and common with the lines of said 55.183 acre tract the following six (6) courses and distances, to wit;

South 01 deg. 27'31" West, for a distance of 74.73 feet to a 2" steel pipe fence corner (found),

South 40 deg. 00'34" West, for a distance of 84.52 feet to a 2" steel pipe fence corner (found),



EXHIBIT A (continued)

South 22 deg. 09'20" West, for a distance of 59.83 feet to a 2" steel pipe fence corner (found),

South 00 deg. 49'35" East, for a distance of 71.93 feet to a 2" steel pipe fence corner (found),

North 88 deg. 39'35" East, for a distance of 163.69 feet to a 2" steel pipe fence corner (found),

North 01 deg. 51'53" West, for a distance of 229.89 feet to a ½" iron rod with cap marked "STANGER" (found) at the northeast corner of said 0.708 of an acre tract, and being at the southeast corner of the certain called 0.029 of an acre tract of land described in a warranty deed with vendor's lien to Monty Hilton and Tina Hilton, as recorded in Volume 1854, Page 124 of the Official Public Records of Van Zandt County, Texas, and being an ell corner of said 55.183 acre tract, and being an ell corner of the herein described tract, from which a ½" iron rod (found) bears South 89 deg. 31'54" West, a distance of 57.69 feet;

THENCE North 89 deg. 31'54" East, for a distance of 721.27 feet to a point for corner at a northeast corner of said 55.183 acre tract, and being located in or near the centerline of Farm-to-Market Road No. 858, and being the northerly northeast corner of the herein described tract;

THENCE South 06 deg.06'41" East, at a distance of 38.47 feet pass a 3/8" iron rod (found), and continue for a total distance of 233.62 feet to a 3/8" iron rod (found) at an interior ell corner of said 55.183 acre tract, and being an interior ell corner of the herein described tract;

THENCE North 85 deg. 57'51" East, for a distance of 216.69 feet to a 3/8" iron rod (found) at the most easterly northeast corner of said 55.183 acre tract, and being at the northwest corner of that certain called 11.58 acre tract of land described in a warranty deed to Jerry D. Daniel, as recorded in Document Number 2021-004485 of the Official Public Records of Van Zandt County, Texas, and being the most easterly northeast corner of the herein described tract;

THENCE South 01 deg. 51'19" East, for a distance of 675.64 feet to a 3/8" iron rod (found) at the easterly southeast corner of 55.183 acre tract, and being at the southwest corner of the above mentioned 11.58 acre tract, and being at the northwest corner of that certain called 1.466 acre tract of land described in a general warranty deed with vender's lien to Joseph Graham Smith and Jennifer Lynn Smith, as recorded in Document Number 2017-009351 of the Official Public Records of Van Zandt County, Texas, and being at the northeast corner of the above mentioned 6.659 acre tract, and being the easterly southeast corner of the herein described tract;

THENCE South 87 deg 44'45" West, for a distance of 223.31 feet to a x-tie fence corner post (found) at an angle break in the south line of said 55.183 acre tract, and being an angle break in the north line of said 6.659 acre tract, and being an angle break in a south line of the herein described tract;

THENCE South 84 deg.44'40" West, for a distance of 458.46 feet to a ½" iron rod (found) at an interior ell corner of said 55.183 acre tract, and being at the northwest corner of said 6.659 acre tract, and being an interior ell corner of the herein described tract;

THENCE South 00 deg. 24'12" West, for a distance of 404.84 feet back to the place of beginning, and containing 55.217 acres of land, of which approximately 0.469 of an acre lies within the right-of-way of Farm-to-Market Road No. 858.