

**RETURN TO:**

Kerry McLain  
SELL GRIFFIN MCLAIN PC  
504 South Polk, Suite 101  
Amarillo, TX 79101-2318

**DECLARATION OF RESTRICTIVE COVENANTS**

\* \* \* \* \*

**Recitals**

A. Johnny Petty and Dana Petty (**Declarants**) are the owners of all of the property (**the Property**) described by metes and bounds as follows:

**The South 116 acres, more or less of the Southeast Quarter of Section Number 36, of Block 8, Certificate Number 37, Rusk Transportation Company, awarded to Jno. R. Goodman, Grantee, Deaf Smith County, Texas.**

B. Declarants desire to impose the following restrictive covenants upon the Property.

**Declaration**

Now, therefore, Declarants establish and impose the following restrictive covenants upon the Property and declare that the Property will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to such restrictive covenants:

1. **Restrictions**. The Property may not be used for any of the following activities (**the Restrictions**):

- a. installing a mobile home, manufactured home, manufactured housing or trailer house;
- b. using a motor home as a residence;
- c. any illegal activity;
- d. any nuisance or noxious or offensive activity; and,
- e. any dumping of junk, trash, or rubbish.

2. **Term**. This Declaration runs with the Property and is binding in perpetuity.

3. **Binding Effect**. The Restrictions are made for the mutual benefit of, and are binding upon, each person acquiring title to any part of the Property (**Owner**). This instrument, when executed, will be filed of record in the Official Public Records of Deaf Smith County, Texas, so that each Owner is on notice of the Restrictions.

4. **Enforcement**. Violation of the Restrictions shall not effect a reverter, but violation of them or any one of them may be restrained or enjoined in a proceeding at law or equity without proof of irreparable damages. Failure by any Owner to enforce this Declaration is not a waiver.



FILED and certified as RECORDED in the Official Public Records of Deaf Smith County on the date and time stamped. Imelda DeLaCorda, County Clerk, Deaf Smith County, Texas.  
By: *Dana Petty*  
February 11, 2016 (2:51pm)  
Deputy

5. *Corrections.* Declarants 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.

6. *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.

7. *Pre-suit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, Owners will mediate the dispute in good faith.

Dated: February 11, 2016.

*Dana Petty*  
*P.O. Box 201*  
*Adrian TX 79001*

DECLARANTS:

*Johnny Petty*  
\_\_\_\_\_  
JOHNNY PETTY  
*Dana Petty*  
\_\_\_\_\_  
DANA PETTY

THE STATE OF TEXAS

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COUNTY OF DEAF SMITH

This instrument was acknowledged before me on this the 11<sup>th</sup> day of February, 2016, by  
JOHNNY PETTY.



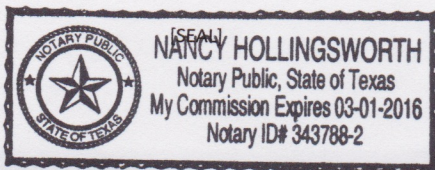
*Nancy Hollingsworth*  
\_\_\_\_\_  
Notary Public

THE STATE OF TEXAS

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COUNTY OF DEAF SMITH

This instrument was acknowledged before me on this the 11<sup>th</sup> day of February, 2016, by  
DANA PETTY.



*Nancy Hollingsworth*  
\_\_\_\_\_  
Notary Public

16-0263

