

STATE OF TEXAS §
 § **DECLARATION OF COVENANT**
COUNTY OF DALLAS §

This Declaration of Covenant is made by the Heppner Home Trust (the “Declarant”) by the trustee’s approval and execution hereof.

RECITALS:

WHEREAS, Declarant is the owner of all that certain real property (the “Property”) located in the City of University Park, Dallas County, Texas described as Lot 6R-1 of Block 13 of the Brookside Estates Addition, an addition to the City of University Park, Dallas County, Texas (the “Property”); and

WHEREAS, Declarant proposes to construct a fence on the Property in accordance with section 28-106 of the Comprehensive Zoning Ordinance; and

WHEREAS, the Declarant in accordance with both the doctrines of restrictive covenant and implied equitable servitude hereby declares that all of the Property shall be held, sold, and conveyed subject to the following covenant, which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of each owner thereof.

NOW, THEREFORE, it is declared that all the Property shall be held, sold, and conveyed subject to the following covenant:

COVENANT

The Property will be landscaped in accordance with the landscape plan presented to and approved by the Board of Adjustment of the City of University Park, Texas, on July , 2021 in connection with case BOA-21-003, and such landscape material will be adequately irrigated and maintained at all times by the Property owners and occupants as a condition to continuance of the special exception to the zoning ordinance granted by the Board in such case, such condition to cease upon removal of the fence approved to be constructed in case BOA-21-003.

ENFORCEMENT

The City of University Park shall have the right to enforce, by any proceeding at law or in equity, including seeking injunctive relief, the covenant imposed by this Declaration. Failure to enforce the covenant shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.



COVENANT RUNNING WITH LAND

This covenant is for the purpose of protecting the value and desirability of the Property. Consequently, it shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property, in whole or in part, and their heirs, successors and assigns. This covenant shall be for the benefit of the Property. This Declaration is binding upon the Declarant and its successors and assigns and shall run with the land in accordance with the provisions hereof.

DURATION AND AMENDMENT

This covenant shall be effective indefinitely from the date this Declaration is recorded. The covenant may only be amended by instrument approved by the Board of Adjustment of the City of University Park, as evidenced by instrument executed by its chairman and recorded in the Deed Records of Dallas County, Texas.

This Declaration is executed this 14 day of July 2021, at University Park, Dallas County, Texas.

Heppner Home Trust

By: Brad K. Heppner
Brad Heppner, as Trustee

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This Declaration of Covenant was acknowledged before me this 14 day of July 2021, by Brad Heppner personally known to me to be the persons who signed the foregoing instrument as the trustee of the Heppner Home Trust and who acknowledged to me that he executed the same in his capacity as trustee.

Jamie Rand Crable
Notary Public In and For the State of Texas

My Commission Expires: Aug. 11, 2025

