

COVENANTS AND RESTRICTIONS
FOR
COUNTRY PLACE ESTATES

According to Plat Recorded at
Volume 97, Page 12,
Somervell County Deed Records

THE STATE OF TEXAS)
COUNTY OF SOMERVELL)

WHEREAS, the Declarants herein are the Owners and intend to convey property described at Volume 97, Page 12, Somervell County Deed Records, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set out;

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns shall inure to the benefit of each owner thereof. Said restrictions and conditions shall be in addition to any other restrictions and/or conditions already effective against the above described property.

ARTICLE ONE

DEFINITIONS

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to that one certain tract of real property herein described.

"Lots" shall mean and refer to any portion of the above described land which is later subdivided or conveyed by the "Owners" or the "Declarant".

ARTICLE TWO

RESTRICTIONS

1. No lot shall be used for any purpose except for residential.
2. No lot may be subdivided and only one residential structure may be built on a single lot.
3. All out buildings, including detached garage, must be of comparable design and materials to owner's residence.
4. The total floor area of the main dwelling on each lot, exclusive of one-story open porches and garages, shall not be less than 1500 square feet in the living area.

5. Construction of new buildings only will be permitted. No existing buildings may be moved to any lot in this subdivision and remodeled for purposes of converting same to a dwelling unit. Any new construction shall be completed within 6 months from inception.

6. No temporary dwelling shall be moved on, nor erected on, said property to be used as a residence.

7. All easements that are shown on the recorded plat for the purposes of installation and maintenance of utilities, and all such easements hereafter granted for such purposes, shall be observed by each lot owner and shall not be in any manner obstructed so as to hinder or defeat any such easement.

8. Building set-back lines shall be as shown on the recorded plat, as to the front property line and no building shall be erected so as to encroach upon utility easements on side and rear lot lines.

9. When two lots that adjoin each other the full length of one common side are owned by the same person, then said lots shall be treated as one oversized lot, and the restrictions pertaining to side lot line shall be regarded only as to the four outside lines and without regard to the said common lot line, except that nothing herein shall abridge, abrogate, or annul any easement or other restriction or covenant of this subdivision.

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Vehicles shall not be permitted to park on the streets and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except: 1) Two dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and no more than two dogs, cats, or combinations thereof may be kept by any residential owner (except for newly born which may be kept until four months of age); 2) one horse, cattle, sheep, or goat may be kept provided it is fenced and properly maintained to prevent odors.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and any such matter temporarily kept on a lot shall be maintained in containers that are sanitary and out of public view. No trash or garbage may be burned within the subdivision.

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages and such action may be instituted by developer or any lot owner.

16. Invalidity of any one of these covenants by judgment or court order shall in no way effect the other provisions which shall remain in full force and effect.

17. The foregoing building use restrictions which are hereby made covenants running with the land shall remain in full force and effect for a period of fifty years from date of recording, and after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then record owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

18. Nothing herein shall be construed to prevent the enforcement of these restrictions and covenants by any party hereto, their heirs or assigns or by any person or persons owning any real property situated in said development or subdivision hereby restricted and to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation nor to prevent any legal entity from so enforcing as prescribed by statute.

EXECUTED this 7th day of March, 1988.

COUNTRY PLACE ESTATES

Joe Huffman
Joe Huffman

Chauncey Fenter
Chauncey Fenter (joined
herein by virtue of
ownership in road and well
tract)

(ACKNOWLEDGEMENT)

THE STATE OF TEXAS)

COUNTY OF SOMERVELL)

BEFORE ME, the undersigned authority, personally appeared Joe Huffman and Chauncey Fenter whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 7th day of March, 1988.

Bonnie M. Bulenta
NOTARY PUBLIC
State of Texas
Commission Expiration: 7-20-91

STATE OF TEXAS
COUNTY OF SOMERVELL

I hereby certify that this instrument was filed in the
State and all the same being by me, and was duly
RECORDED, in the PUBLIC RECORDS at SOMERVELL COUNTY,
TEXAS, in the Volume and Page as shown herein.



Rebecca Williams
COUNTY DISTRICT CLERK
SOMERVELL COUNTY, TEXAS

FILED FOR RECORD

AM. 2:50 P.M.

7 DAY OF March, 1988

Rebecca Williams
COUNTY AND DISTRICT CLERK
SOMERVELL COUNTY, TEXAS

By DL Deputy