



Covenants and Restrictions
for
Camelot Subdivision

THE STATE OF TEXAS

COUNTY OF SOMERVELL

WHEREAS, the Declarant, hereinafter referred to as developer, is the owner and intends to convey property described at Volume Instrument # 2007 0448, Real /Deed Records, City of Glen Rose, Somervell County, Texas, 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, their heirs, successors, and assigns, and shall be in addition to any other restrictions and/or conditions already effective against the above property.

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.

"LAND USE AND BUILDING TYPE" Only one single family residence may be erected, altered, placed or permitted to remain on this tract. All improvements, buildings, garages or carports must be approved in writing by the Architectural Control Committee. Owner shall be required to maintain all property in a generally clean condition, keeping it free from all unsightly undergrowth, weeds and vegetation.

"HOUSE SIZE". No dwelling may be constructed on this tract with less than eighteen hundred (1,800) square feet of living area exclusive of porches, garages, or carports. All dwellings must be a minimum of 75% of brick or masonry veneer. Alternate exterior materials, such as wood, vinyl or aluminum siding may be approved by the Quality Control Committee.

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

"LOTS" as used herein, shall mean a lot or lots as shown on the plat of this subdivision conveyed by the developer.

"ARCHITECTURAL CONTROL COMMITTEE" shall refer to the "DEVELOPER" of this subdivision until such time as the Developer shall surrender, in writing, its position on the committee.

"NO MOBILE HOME OR ANY OTHER TYPE OF MANUFACTURED HOME" may be moved onto the property and no variance may be granted allowing a mobile home to be placed on any lot. After completion of the main dwelling, a camper or recreational vehicle may be stored on the property as long as the vehicle is not visible from any public road.

"TEMPORARY STRUCTURES." No temporary dwelling shall be moved on, or erected on, said property to be used as a residence.

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

"BUILDING SET-BACKS." Building set-back lines shall be as a minimum of twenty five (25) feet from the front property line and a minimum of seven (7) feet from any side lot line.

"OVERSIZE LOT." When two (2) lots that adjoin each other and the full length of one common side are owned by the same person, then said lots shall be treated as one (1) oversized lot, and the

restrictions pertaining to side lot line shall be regarded only as to the four (4) outside lines and without regard to the common lot line, except that nothing herein shall abridge, abrogate, or annul any easement or other restrictions or covenant of this subdivision.

"SIGNS." No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet for advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period.

"LIGHTING." Any exterior lighting on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

"VEHICLES." No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision at any time. No vehicles shall be parked for any period of time on the roads serving the subdivision. No inoperable vehicle or machinery or vehicles or machinery on blocks is allowed. No machine parts, household appliances or any other such material may be kept on any lot in an exposed manner, or other unsightly items incompatible with residential usage. All materials and machinery must be kept in an enclosed workshop or garage.

"NUISANCE." No noxious, offensive, or illegal activity shall be practiced upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

"LIVESTOCK." No livestock shall be permitted on the property. Dog, cats or other household pets may be kept, provided they are not maintained for commercial purposes.

"GARBAGE, REFUSE, AND WASTE WATER DISPOSAL." No lot shall be used or maintained for a dumping ground for rubbish, trash, or 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 without the prior written consent of the Architectural Control Committee. No waste materials, pesticides or other such similar chemicals shall be used on any lot in a manner which might

contaminate drainage areas within the subdivision leading to creeks, or ponds. All waste water discharge must be tied into public sewer lines.

“SEPTIC TANKS.” Septic tanks shall not be permitted.

“GARAGE LOCATION”. Due to the nature of the terrain of this phase of development, some garages may be restricted to a specific location on a lot. All final garage locations are subject to review and approval by developer. Garage locations may not protrude the front of the house and must be a minimum of 2 feet behind the front of the house.

“GARAGE REQUIRED”. Each house must have a minimum of a two car attached garage which must conform in design and materials with the house. No garage may be converted into living space or used in any manner to preclude parking of two automobiles therein, except for temporary usages as part of the sales facilities contained in any model homes constructed by a homebuilder. Front entry garages are allowed. Garage doors must consist of pre-finished architectural wood or metal finish which must conform in design and materials with the house.

“FENCES”. Unless otherwise approved by the developer, any fence must be constructed of brick or wood. Examples of prohibited fencing materials include but are not limited to chain link, barbed wire, wire and other non-brick or non-wood materials, unless approved by the developer. Fences facing any street must be constructed so that the side of the fence containing the horizontal structural supports is not visible from the street. Said fence must be a minimum of five feet (5') in height not to exceed a maximum height of eight feet (8').

“SIDEWALKS”. When building a house on a lot, an owner must build a city-approved sidewalk four feet (4') wide, one foot (1') outside of and parallel to the front property line of the lot. On all corner lots the sidewalk must continue from the front walk and extend along the side street side of the lot all the way to the alley or rear property line. All walks and wheelchair accessible ramps must comply with the Americans with Disabilities Act, unless otherwise required by the then current City of Glen Rose code standards.

"DRIVEWAYS". All driveways off public roads to a lot shall be constructed of concrete in a workmanly like manner, so as not to obstruct drainage or flow of water.

"ENFORCEMENTS OF COVENANTS." 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.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, shall have any liability nor responsibility at law or in equity on account of the enforcement of, nor on account of the failure to enforce these restrictions

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 doing so to recover damages or other dues for such violation nor to prevent any legal entity from so enforcing as prescribed by statute.

"INVALIDATION OF RESTRICTIONS." Invalidation of any one of these covenants by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.

"DURATION OF RESTRICTIONS." These covenants shall run with the land and shall be binding upon the property unless a vote of sixty-six and two thirds percent (66 and 2/3 %) of the owners of the properties so restricted agree to change the covenants or restrictions in whole or part, or to grant a variance, which must be done in writing and filed of record in the Somervell's County Real Records. However, the Architectural Control Committee may also grant a variance if the Committee determined that such variance is necessary to permit effective utilization of a lot.

"TRANSFER OF DEVELOPER FUNCTIONS." All functions of the Developer, who is the Owner and Declarant, herein provided for may be transferred by Developer to the Property Owners Association at any time after the sale, of two-thirds (2/3) of the lots within the subdivision. Such transfer of functions shall be at the sole discretion of the Developer, but in any event, Developer shall transfer such functions to the Property Owners Association when all lots in the subdivision have been sold.

"An ARCHITECTURAL CONTROL COMMITTEE" consisting of three (3) individuals is hereby established. The three (3) members must be individuals who own property within the subdivision. The terms of office of the initial members shall continue until the first occur of the following events:

- a. One hundred percent (100%) of all lots shall have been conveyed to owners other than the Developer.
- b. The surrender in writing by the Developer of its right to appoint or remove members of the Architectural Control Committee.

Until such time, Developer retains sole right to appoint or remove all members of the Committee.

The owners shall be entitled to one vote per lot owned at the time of the vote. The members will be elected for a two (2) year term without salary or other benefits. Two (2) members will constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee on any matter before it will be valid.

Any new member appointed to replace a member who has died, resigned or been removed shall serve such member's un-expired term. Members who have resigned, been removed or whose terms have expired may be re-appointed.

Except as otherwise provided above, vacancies on the Architectural Control Committee, however caused, shall be filled by vote of a majority of the Owners. Failure of the Owners to fill any vacancy in the Committee shall not prevent action by the committee on any

matter to the extent that two members thereof join in and consent thereto.

EXECUTED this 5th day of June 2007.
The undersigned acting as Declarant, Owner, Developer; Anthony Roffino representing Roffino Custom Homes, Inc.

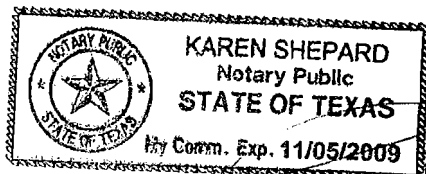


ANTHONY ROFFINO
President: Roffino Custom Homes, Inc.

(Acknowledgement)

THE STATE OF TEXAS
COUNTY OF SOMERVELL

The foregoing instruments was acknowledged before me on the
5th day of June 2007 by Anthony Roffino.





NOTARY PUBLIC, STATE OF TEXAS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS


June 05, 2007 03:25:09 PM

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FEE: \$40.00

Candace Garrett County Clerk
Somervell County TEXAS