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**HIDDEN OAKS - PHASE TWO****110248****RESTRICTIONS**

STATE OF TEXAS §

COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS that the undersigned ("DECLARANT") being the fee simple owner of the real property situated in DENTON COUNTY, Texas, and being more particularly described on the EXHIBIT "A", attached hereto and incorporated herein as though copied in full hereon, will cause said Property to be platted and subdivided into an Addition known as HIDDEN OAKS-PHASE TWO, an Addition to DENTON COUNTY, Texas, as shown on the Plat of said Addition which said Plat is also incorporated by reference for all applicable purposes:

For the purpose of assuring the orderly and uniform development of the above described Property, and in order to carry out a general plan of development for the benefit of each and every purchaser of a Lot in said Addition, the following restrictions upon the use of said Property are hereby established; and the land shown on the attached Exhibit A, and as more particularly platted into Lot and Blocks on the Plat referred to in the paragraph above, is held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth.

**1. USE OF LAND**

**A. Residential Use.** All Lots shall be used for residential purposes only with the following additional restrictions and stipulations:

1. Use of house trailers, campers, motor homes, boats, trailers, trucks, buses, RV's, similar vehicles or temporary structures of any nature whatsoever for residential purposes is hereby prohibited. No such vehicles shall be kept permanently parked on the paved front portion of any street, or on any Lot within the subdivision unless such vehicle is parked no closer to any street than the leading face of the main residence.
2. No temporary structure of any kind shall be erected or placed on any Lot, and in no event shall residential dwelling upon any Lot be occupied until it has been fully completed.
3. No part of any Lot shall be used for commercial purposes or for any purposes other than a first-class private residence with the customary out-buildings and garages, however, the owner or immediate family member (living at residence) may operate an administrative, accounting, sale, marketing or computer office that does not require clients calling at the residence.
4. Rental of servants quarters is strictly prohibited.

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5. Mobile homes and modular homes are prohibited. ~~4456 01648~~
6. No garage or outbuilding shall ever be used for dwelling purposes, temporary or otherwise, except by servants employed on the premises.
7. No vehicles shall be allowed to park on the street over night.
8. Truck with tonnage in excess of 3/4 tons shall not be permitted to park on the streets, driveways or Lots over night.
9. All building plans must be approved by the Architectural Committee.

**B. Use Limitation:** The following uses of Lots, tracts or parcels of land in the property are not permitted:

1. Any use of a Lot or portion thereof for a residence other than one detached single family residence, which detached single family residence may have for the use thereof not more than four garages.
2. Any use which generally constitutes a nuisance or which involves a noxious or offensive odor, excessive emission of smoke, dust, steam or vapor or an excessive noise level.
3. Any use or maintenance of Lots as a dumping ground for rubbish will not be permitted. Trash, garbage or waste will be kept in sanitary containers which are not visible from the front of any residence. All equipment for the storage and disposal of such materials shall be kept clean and in a sanitary condition.
4. No outside antennas will be permitted and satellite dishes shall be permitted if they are 2 foot in diameter only or less.
5. Each developed single family residential Lot shall contain sufficient parking space for at least two (2) automobiles by one of the following means: (a) two car garage attached to the main structure with storage space or unattached 2 car garage. Junk and wrecked cars and cars on blocks are prohibited. (All vehicles must have current license plates and inspection stickers).
6. All residences or other structures constructed or erected upon any Lot shall be of new construction and in no event shall any existing structures be moved onto any Lot.
7. Any above ground propane tanks shall be screened.
8. The use of rifles, firearms of any kind, or fireworks is prohibited.

**C. Animals and Domestic Fowl:** Horses, cattle and show animals may be kept only under the following conditions:

1. All animals may be kept only for the use and pleasure of the Owner.

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2. Not more than one animal per acre (horses, cattle and show animals) may be kept and must be kept in suitable enclosure(s). All enclosures erected for such purposes must not detract from the architecture of surrounding structures and approved by the Architectural Committee.
3. Notwithstanding any of the above provisions, swine, reptiles or dangerous animals may not be kept on any Lot.
4. All dogs and other pets must be kept on a leash and properly restrained by Owner in common areas.
- D. **Side Line and Front Line Set-Back Restrictions:** All residences or dwellings erected or placed on Lot shall face the front road or street adjacent to the Lot as shown on the plat or as prescribed in the Deed from Declarant conveying the same.
  1. No residential dwelling or out-building shall be erected or permitted to remain nearer than twenty-five feet (25') from any side line, nor nearer than seventy-five feet (75') from any front line or not nearer than twenty-five (25') from the back line; provided that a variance may be approved by the Architectural Committee.
  2. Declarant shall be permitted to re-subdivide any Lot of the Addition, without the approval of the Architectural Committee, or other owners, subject only to County Approval.
- E. **Fences:** No fences of any kind or character whatsoever shall be erected on any Lot except as follows:
  1. Chain link, decorative wire mesh, pipe and cable, pipe and wire, wood or masonry may be constructed, with the approval of the Architectural Control Committee. All fences will be maintained by Owner.
- F. **Signs:** No sign of any kind shall be displaced to public view on any Lot with the following exceptions:
  1. One (1) professional sign of not more than four (4) square feet advertising a Lot for sale..
  2. No more than two (2) signs used by a Builder to advertise a Lot during the construction and sale of a residence thereon.
  3. Any signs used by the DECLARANT for sale or advertising purposes.'
  4. One (1) sign per Lot for a political candidate.
- G. **Landscaping:** Landscaping will:
  1. Be required on all Lots with the completion of the main residence; but in no event later than one hundred eighty (180) days after first occupancy or completion of the main residence.

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2. Permit reasonable access to public and private utility lines and easements for installation and repair.
3. May not divert in any way the existing flow contour of any adjacent property.
4. Any Lot purchased but left vacant shall be mowed and maintained at least once a month during April through September.

**H. Construction Standards:**

1. Exterior walls of each residence constructed on a Lot shall not be less than seventy-five percent (75%) masonry construction, a "Victorian" style house, or a "Prairie" style house with appropriate quality siding.
2. Roofs will not consist of cedar shingles or galvanize tin.
3. All roofs must have a 6-12 pitch or steeper over the living area and 4-12 or steeper over porches and other buildings.
4. The total habitable floor air-conditioned and heated area shall have a minimum footage of 2,200 square feet, exclusive of porches, stoops, decks and garages.
5. Driveways shall be constructed of concrete, asphalt or gravel, and shall be completed before occupancy of dwelling. All approaches and culverts connecting the driveway and street shall be approved for design and materials to meet County specifications.
6. No air-conditioning apparatus shall be installed on the ground in front of a residence or shall be attached to any front of a residence. In the case of corner Lots, no air conditioning apparatus shall be installed on the ground in the yard next to or facing a street. No evaporative coolers shall be installed on the front wall side of a residence.
7. All outbuildings, garages and barns shall be constructed and finished in a manner compatible with the main residential dwelling and approved by the Architectural Committee.

**I. Septic Tanks:** Septic tanks and systems will be installed only in accordance with Denton County Health Department and the State of Texas Health Department requirements.

**J. Architectural Committee:** No building shall be erected, placed or altered on any residential Lot until the building plans, specifications (including, but not limited to, nature, kind, shape, height, materials and location) and plat plans have been approved in writing by the Architectural Committee as to: (i) conformity and harmony of external design with the existing structures in the Subdivision, and (ii) location of the building with respect to topography and finished grade elevation. This includes out-buildings, such as for storage.

The Architectural Committee shall consist of two (2) individuals selected and appointed by the Developer herein. In the event of death or resignation of any member of the Committee, the remaining member shall have the authority and power to designate a successor. Each

*Wheat* → Darrel Mullen 5600 Bridle Path  
440-365-2679

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member of the Architectural Committee shall neither be entitled to receive any compensation, nor be liable for claims, causes of action or damages arising out of the services performed pursuant to this covenant.

The original Architectural Committee, as appointed by the Developer herein, shall consist of Neal W. Scheitel and Connie Pelphrey. These two (2) members shall have the authority to act on any submission to the Committee, and their decision shall be binding on all members thereof.

In the event the Architectural Committee fails to approve or disapprove the building plans, specifications and plat plan within thirty (30) days after the submission of such building plans, specifications and plat plan, such Architectural Committee approval will not be required and compliance with this covenant will be deemed to have occurred.

## **2. ENFORCEMENT:**

Generally: The restrictions and covenants set out in the Declaration shall be enforced as follows:

- A. Until all of the Lots are sold, Declarant shall have the exclusive power and right to enforce the restrictions and covenants set forth herein, including but not limited to, the right to bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.
- B. After all of the Lots are sold by Declarant, any interested party at his expense may bring legal action against the alleged violator to enjoin such alleged violation or to require such alleged violator to cease and desist such alleged violation.

## **3. MISCELLANEOUS PROVISION:**

A. **Duration:** This Declaration and the covenants and restrictions set forth herein shall run with and bind the Property, and shall inure to the benefit of every Owner of every Lot and their respective legal representatives, personal representatives, devisees, heirs, successors and assigns, for a term of beginning on the date this Declaration is recorded and continuing for a period of thirty-five (35) years from this date. At the expiration of said term of thirty-five (35) years, the restrictions and covenants herein set out shall automatically be extended for an additional ten (10) year period and for successive period of ten (10) years thereafter, unless same is nullified or revised by a majority vote of the Owners. Owners may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been given to all Owners at least thirty (30) days in advance and shall set forth the purpose or purposes of such meeting.

B. **Amendment:** Any article of this Declaration may be amended in the following manner:

- 1. If prior to the sale of one hundred percent (100%) of the Lots by Declarant, any article hereof requires amendment in a manner substantially different from its present form or from the specific and general intentions and purposes of the restrictions, conditions and covenants set forth herein, Declarant shall have the exclusive power and right to amend such article: provided, however, that the

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Owners of fifty-one percent (51%) of the Lots may, during such time, make such amendment if same is approved in writing by Declarant. Any such amendment shall become effective when an instrument is filed of record in the Real Property Records of Denton County, Texas, with the signature of, as applicable, Declarant and/or the requisite number of Owners.

2. After one hundred percent (100%) of the Lots are sold by Declarant, those persons or legal entities who own Lots shall by two thirds (2/3rd) vote, have exclusive power and right to amend any article hereof. Owner may vote in person or by proxy at a meeting duly called for such purpose or purposes, written notice of which shall be given to all Owners at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment shall be effective when an instrument is filed of record in the Real Property Records of Denton County, Texas, with signatures of the requisite number of Owners.

C. **Severability of Provisions:** If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, invalid or unenforceable for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, such provisions shall be fully severable and the remaining paragraphs, sections, clauses, sentences or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby.

D. **Headings:** The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

E. **Effective Violation of Covenants or Existing Liens:** Violation of or failure to comply with any of these restrictions, covenants and conditions shall in no way affect the validity of any liens securing the payment of any bona fide debt existing at the time of such violation or subsequent thereto.

EXECUTED THIS THE 27<sup>th</sup> DAY OF October, 1999.

DECLARANT:

HIDDEN OAKS REALTY, LTD.

BY: N. W. Scheitel  
NAME/TITLE: N. W. SCHEITEL  
GENERAL PARTNER

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ACKNOWLEDGMENTS

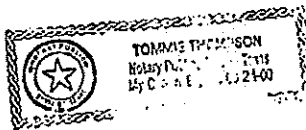
THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on this the 27 Day of October, 1999, by N.W. SCHEITEL as GENERAL PARTNER of and on behalf of HIDDEN OAKS REALTY, LTD., a Texas Limited Partnership.

(Notary Seal)

  
NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING RETURN TO:  
NEAL W. SCHEITEL  
HIDDEN OAKS REALTY LTD  
4478 WILDCAT RD.  
AUBREY, TX 76227

PREPARED IN THE LAW OFFICE OF: