

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PARR ADDITION,
A SUBDIVISION IN THE CITY OF WHARTON, WHARTON COUNTY

STATE OF TEXAS

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COUNTY OF WHARTON

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This Declaration is made by E.C. Muegge Family Trust, having its principal office located at 213 North Richmond Road, Wharton, Texas 77488.

R E C I T A L S

WHEREAS, E.C. Muegge Family Trust ("Declarant"), is the Owner of all that certain real property located in Wharton County, Texas, described as follows:

All of the land located within the subdivision established as Parr Addition in the city of Wharton, Wharton County, Texas, as shown by thereof recorded in the Wharton County Plat Cabinet Records Slide No.2167368 Cabinet #2.

WHEREAS, Declarant will convey the property covered by this Declaration, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth; and

WHEREAS, Declarant desires to create thereon a residential community with designated "Lots" (as that term is defined herein) for the benefit of the present and future owners of said Lots; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the real property covered by this Declaration in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of said Lots in the said real property;

W I T N E S S E T H:

NOW, THEREFORE, it is hereby declared that all of the property described above 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 rights, title, or interest in or to the property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE
DEFINITIONS

1.01. Architectural Control Committee. “Architectural Control Committee” shall mean and refer to the Parr Addition Architectural Control Committee provided for in Article Five hereof.

1.02. Declarant. “Declarant” of “Developer” shall refer to E.C. Muegge Family Trust, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

1.03. Lot. “Lot” shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Wharton County, Texas, Plat Cabinet Records, on which there is or will be built a single family dwelling. The term “Lot” shall not include any common area or any other reserves shown on the said map or plat.

1.04. Front Lot Line. “Front Lot Line” shall be the boundary line of a Lot, which is along a street line, except as otherwise designated by the Architectural Control Committee. On corner lots (i.e. lots bounded on two sides by streets), the Front Lot Lines shall be the line designated by the Architectural Control Committee.

1.05. Rear Lot Line. “Rear Lot Line” shall be the boundary line of a Lot which is most distant from, and is, or is approximately, parallel to the Front Lot Line.

1.06. Side Lot Line. “Side Lot Line” shall be any boundary line of a Lot which is not a Front or Rear Lot Line.

1.07. Side Street Lot Line. “Side Street Lot Line” shall be a boundary line of a Lot located on a corner, which is along the side street line.

1.08. Owner. “Owner” shall 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 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

1.09. Properties. “Properties” shall refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Architectural Control Committee.

ARTICLE TWO RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.01. Existing Easements. Easements for private street right-of-way and / or roadway easements together with easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and shall be constructed as being adopted in each and every contract deed or conveying any part if the Properties.

2.02. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing

the improvements. Further, Declarant reserves the right, without the necessity of the joinder of any owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes (including, without limitation, gas, electricity, telephone, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, along and on either or both sides of any side Lot line, which such easement shall have a maximum width of five (5) feet ground and fifteen (15) feet aerial on each side of such side Lot line.

2.03. Title to Lots Subject to Easements and Appurtenances. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to (a) any storm sewer, electric light, electric power, telegraph, telephone or other utility purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenances thereto, constructed by or under Declarant or any easement owner, or their agents through, along or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties and (b) the right of Declarant, its successors and assigns, to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party (and such right is hereby expressly reserved).

2.04. Installation and Maintenance Easements. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to affix and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Properties. Notwithstanding anything to the contrary contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant. The utility companies furnishing service shall have the right to remove all trees situated within utility easement, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements.

2.05. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles to enter upon the Properties in the performance of their duties.

2.06. Surface Areas. The surface of easement areas for underground utility services may be paved for streets, driveways and / or may be used for planting of shrubbery, trees, lawns, or flowers and / or the construction of fences to the extent permitted in this Declaration.

2.07. Liability for Damage. The Declarant shall not be liable to any owner for any damage done by them or their agents, employees, servants or assigns, to the pavement or to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

ARTICLE THREE
CONSTRUCTION REQUIREMENTS

3.01. Type of Buildings Permitted. All lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling not to exceed two (2) stories and a garage or carport not to exceed a three (3) automobile garage or carports. All building or structure designs or blue prints need to first be approved by the Architectural Control Committee prior to any work being performed. As used herein, the term "residential purposes" shall be strictly constructed to prohibit the use of Lots for things such as, but not limited to, commercial business, home business, duplex houses, garage apartments, or apartment houses.

3.02. Completion Requirements. Each building shall be fully completed within one (1) year of the date the foundation slab is poured. No residence shall be occupied until such residence is fully completed.

3.03. Dwelling Size. No residential structure erected on any Lot shall have more than two (2) stories, nor exceed thirty-five (35) feet in height.

3.04. Minimum Floor Area and Exterior Walls. Any single story residence constructed on said Lots must have a ground floor area of not less than 1,350 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than 75% masonry construction or cement fiber material, unless prior written approval of the Architectural Control Committee is obtained. All roofs shall be constructed of fireproof materials and shall have a 20-year minimum warranty.

3.05. Architectural Control. No building or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications therefore and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures, with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation, and as to compliance with minimum construction standards, all as more fully provided herein.

3.06. Setbacks. Unless prior written approval is given by the Architectural Control Committee and such approval is filed of record in the Official Records of Wharton County, Texas, no building shall be located on any Lot nearer to the Front Lot Line, the Side Street Lot Line, the Side Lot Line or the Rear Lot Line of any Lot than the minimum building setback lines shown on the recorded plat. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions hereof, these building setback provisions shall be applied to such resultant building site as if it were on original, platted Lot.

3.07. Privacy Fences, Walls and Hedges. The construction of all privacy fences, walls or hedges must be approved in writing by the Architectural Control Committee prior to construction.

3.08. Front Fences. All fences constructed at any location between the front plane of the residence and any road must be approved in writing by the Architectural Control Committee prior to construction and comply with city ordinances.

3.09. Color of Fence. All wood fences must be painted or stained a dark earth tone or natural wood color.

3.10. Resubdivision of Consolidation. None of said Lots shall be re-subdivided in any fashion except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted in this Article on each resulting building site, provided that such subdivision or consolidation does not result in any building site having road frontage of less than one hundred twenty five feet (125'). The ownership in such re-subdivision and consolidation must result in each such ownership being larger than original Lots. Set back lines for the original Lot line will be canceled and the consolidated lot line will be used to determine set back lines.

3.11. Driveways. Within one hundred eighty (180) days of the completion of the construction of a residence, all driveways, entrances and parking areas shall be completed. Base material shall be a minimum of Texas Highway Department Standards, Item 248, Type A or B, or as approved by the Architectural Control Committee. All driveways must be asphalt or concrete.

ARTICLE FOUR EXTERIOR MAINTENANCE

All Lots and yards shall be mowed on a regular and timely basis and kept clean of sticks, brush and other debris. In the event on owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expenses of the owner.

ARTICLE FIVE ARCHITECTURAL CONTROL

5.01. Architectural Control Committee. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three (3) and not more than five (5) qualified persons, which committee shall serve at the pleasure of the Declarant.

5.02. Committee Membership. The Architectural Control Committee shall be initially composed of:

C.E. Muegge, Karen Reese, Betty Parr Muegge

who by majority vote may designate a representative to act for them.

5.03. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members, by a majority vote, shall appoint a successor member or members, and until such remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority.

5.04. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after ten (10) years from the date after the last Lot has been permitted for construction and said construction has been completed.

5.05. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications (including, without limitation, a limited number of acceptable exterior materials and/or finishes) provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

5.06. Approval of Plans and Specifications. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration thereto, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

5.07. Failure of Committee to Act. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE SIX GENERAL PROHIBITED ACTIVITIES

6.01. Noxious or Offensive Activities Prohibited. 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, nor shall any Lot or any part thereof be used for illegal or immoral purposed.

6.02. Alcohol. No spirituous, vinous, malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale, on any Lot, or any part of the Properties.

6.03. Firearms and Fireworks. No firearms or fireworks of any kind shall be discharged on the Properties.

6.04. Prohibited Residential Uses. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

6.05. Outside Toilet. No cesspool or outside toilet shall be permitted on any Lot.

6.06. Recreational Vehicles. Recreational vehicles may be stored on the property after the residence is constructed, provided that a garage or other suitable shelter or sight screening in the rear of the home has been constructed pursuant to the approval of the Architectural Control Committee. The operation of unlicensed off road motor powered vehicles on subdivision streets or roads are prohibited.

6.07. Signs. No signs of any character shall be allowed on any Lot except on sign of not more than five square feet advertising the Property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

6.08. Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

6.09. Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within fifty (50) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer if the natural water course is not altered or blocked by the fill.

6.10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot unless the animal is in compliance with ordinance of the City of Wharton. All hobby animals such as birds, 4H or Future Farmers of America projects shall be enclosed in an area behind the residence subject to ordinance of City of Wharton.

6.12. Trucks, Buses, Cars, and Trailers. No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity no truck, bus, boat, or trailer shall be parked in the driveway or any portion of the Lot in such manner as to be visible from the street. No vehicles of any kind shall be parked in the yard. No vehicle of any kind shall be stored or parked for more than three (3) days in the street.

6.13. Repair Work. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be done on any street or roadway within the Properties, or in any front or side yard of any Lot or on any portion of the Lot where such repair work, dismantling or assembling may be viewed from any street or roadway within the Properties.

6.14. Commercial Operations. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot subject to the following exceptions confined to the residence after written approval by the Architectural Control Committee:

- (a) homes may be used by a professional service business not open to the public; and
- (b) home sales not open to the public.

ARTICLE SEVEN
GENERAL PROVISIONS

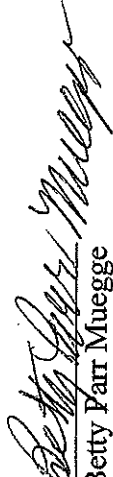
7.01. Enforcement. The Declarant, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

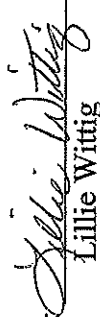
7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

7.03. Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of, and be enforced by, the Declarant or the owner of any Lot subject to Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years unless terminated in writing by ninety (90%) of all lot owners. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent (90%) of the Lot owners and thereafter by an instrument signed by not less than 75 percent (75%) of the Lot owners. No amendment shall be effective until recorded in the Official Records of Wharton County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED on the respective dates of the acknowledgements set forth below to be effective for all purposes as of the 4/21 day of March, 2007.

E.C. Muegge Family Trust

By: 
Betty Parr Muegge

By: 
Lillie Wittig

STATE OF TEXAS

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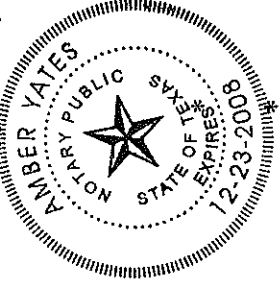
VOL

692 PAGE 101

COUNTY OF WHARTON

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This instrument was acknowledged before me on the 21st day of March, 2007, by Betty Parr Muegge, of E.C. Muegge Family Trust.

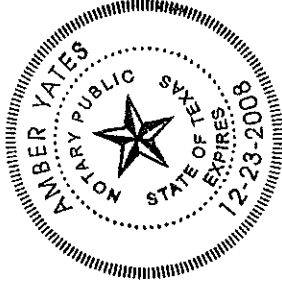


Amber Yates
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF WHARTON

This instrument was acknowledged before me on the 21st day of March, 2007, by Lillie Wittig, of E.C. Muegge Family Trust.



Amber Yates
Notary Public, State of Texas

FILED FOR RECORD
at 2:10 o'clock P M

MAR 26 2007

SANDRA K. SANDERS
COUNTY CLERK WHARTON CO. TEXAS
BY Sandra K. Sanders

PD 5480

E C Muegge - Est.
213 N. Richmond
Wharton, TX 77488

STATE OF TEXAS COUNTY OF WHARTON
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly
recorded in the volume and page of the named records
of Wharton County, Texas as stamped hereon by me on

MAR 28 2007



Sandra K. Sanders
COUNTY CLERK, Wharton County, Texas
BY Sandra K. Sanders

Chaired to' wide)

8/2/1949

End-capped I.P.

(5'00E 'N 45,80.04 N)

N 70°05'32" W 309.34'

(S. 8005 'M, 8006 'M)

(plotted 40' wide - widened to 50' wide)

Find,
dated 1.P.

153/20R
SUBDIVISION