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**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on September 12, 2000, by Mont L. Wilkes and Emrie A. Wilkes (collectively referred to as "Declarant"), whose mailing address is 141 Springfield, Argyle, Denton County, Texas 76226.

Recitals

1. Declarant is the owner of approximately 80.133 acres consisting of all that certain real property ("the Property") located in Denton County, Texas, described in Exhibit "A" attached hereto and incorporated hereon.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan impresses upon the Property a common scheme of development designed to run with the land and protect and safeguard the Property and its owners.

3. This general plan will benefit the Property in general and the tracts, parcels and lots that will constitute the Property, the Declarant, and each owner of any interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant restricts the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to and in conformance with the following easements, restrictions, covenants, and conditions.

ARTICLE 1 - DEFINITIONS

Developer

1.0 1. "Developer" means Declarant and their successors and assigns. Once the Declarant has sold more than seventy five (75) percent of the Property, all Owners (one voting unit per each separate tract), become the "Developer" as that term is used herein.

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Lot

1.02. "Lot" means any portion of the Property sold or retained.

Owner

1.03. "Owner" means the legal or equitable owner or owners of the fee simple title to any portion of the Property, presumptively those persons named in recorded deeds.

ARTICLE 2 - ARCHITECTURAL CONTROL

Architectural Control Committee

2.01. Developer shall designate and appoint an Architectural Control Committee ("ACC") consisting of not less two (2) nor more than five (5) persons, which shall initially serve at the pleasure of the Declarant.

Approval of Plans and Specifications

2.02. The ACC must, prior to the construction or erection of any structure, fence, or improvement of any kind, review and approve in writing any and all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure on any Lot or Lots.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure on any Lot or Lots.
- (c) Any landscaping or grading of any Lot or Lots.

Application for Approval

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the ACC showing the detailed drainage, site and improvement plans, specifications and elevations for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and oriented (footprint) site location of the proposed work.

Standard for Review

2.04. The ACC shall review applications for proposed work in order to (1) insure conformity of the

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proposal with these covenants, conditions, and restrictions; and (2) insure harmony of external design and appearance in relation to surrounding structures and topography. Any application can be rejected for providing insufficient information. The ACC shall have broad, discretionary authority to interpret, apply and mandate these standards. In rejecting an application, the ACC must set forth in detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of ACC to Act

2.05. If the ACC fails either to approve or reject an application for proposed work within 30 days after submission, then ACC approval shall not be required, and the applicant shall be deemed to have fully complied with this Article and be approved.

ARTICLE 3 - EXTERIOR MAINTENANCE

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the ACC shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner. The cost of such remedial action shall constitute a debt, due on demand, with an eighteen (18) percent per annum daily interest factor.

ARTICLE 4 - USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

Residential Use Only

4.01. All of the Property, save and except that portion which may be used for utility easements, water drainage easements or ingress and egress easements, shall be used only for single-family residential purposes. Single family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship (consanguinity or affinity) or by not more than two natural persons who are not related by marriage or kinship. Declarant shall have the right to use structures as may be reasonably necessary or convenient for its development purpose of constructing and selling residences and utility maintenance on the Property.

4.02. A minimum of three (3) acres for each separate tract is required for the construction of a single family dwelling.

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Type of Buildings Permitted

4.03. Unless approved otherwise by the ACC, no structure shall be erected, altered, or permitted on any Lot other than one single-family dwelling not to exceed two stories in height, with a private enclosed garage housing not less than two (2) automobiles. Declarant reserves the right, during the construction and sales period, to construct and maintain such structures as may be reasonably necessary or convenient for its business of constructing and selling lots and dwelling units on the Property, including, but not limited to, offices and storage areas.

4.04. No temporary or permanent mobile home, moved-in, prefabricated, or used structure, or manufactured houses shall be placed on any Lot.

4.05. All accessory buildings, including but not limited to mother-in-law dwellings, barns, home shops, play houses, RV storage buildings, etc., must be approved by the ACC prior to construction.

Design, Minimum Floor Area, and Exterior Walls

4.06. Any single family dwelling constructed on a Lot must have a minimum of not less than 2200 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Dwellings of more than one level shall have a minimum of 1500 square feet on the ground floor with the second floor have a minimum of 1000 square feet. The exterior walls of any residence shall consist of not less than fifty (50) percent masonry construction. All roofs shall be constructed of fireproof materials. All exterior colors, textures, and materials must be compatible not only with ACC approved design motif but also with adjacent and surrounding houses, and overall community appearance, all as determined by the ACC.

Noxious or Offensive Activities Prohibited

4.07. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or common law nuisance to the neighborhood.

Prohibited Residential Uses

4.08. No structure not previously approved for residential use by the ACC, including but not limited to trailers, mobile homes, motor homes, basements, tents,

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shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently. The ACC may place further restrictions as it sees fit both as to time and circumstance.

Signs

4.09. No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Declarant, during the construction and sales period, reserves the right to construct and maintain signs advertising construction of houses and sale of lots.

Rubbish, Trash and Garbage

4.10. Each Lot Owner shall provide and maintain covered receptacles for garbage and the same shall remain securely sealed when not in use.

4.11. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning, burying or incineration of trash or garbage.

Sewage Disposal

4.12. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the political subdivision in which the Lot is located. Approval of the system as installed shall first be obtained from that authority or authorities. Any malfunction must be immediately and effectively remedied.

Water Supply

4.13. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the political subdivision in which the Lot is located. Approval of the system as installed shall be obtained from that authority.

Fences, Walls or Hedges

4.14. No fence, wall or hedge shall be placed on any portion of the Property with a height greater than seven

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(7) feet. All fences shall be submitted and approved to the ACC prior to construction. No drive "T" post or chain link fence shall be permitted unless first approved by the ACC.

Animals

4.15. Not more than one horse or cow per acre shall be allowed on the Property unless otherwise approved by the ACC. Swine raised for stock show purposes will be allowed once a detailed plan for keeping the same is approved by the ACC. Any group of animals totaling more than one animal per acre must be approved by the ACC. In any event, the ACC may subsequently revoke or amend its previous permission if the animals create an offensive environment or common law nuisance.

Decorative Fences

4.16. Declarant may install decorative entry fences without violating this covenant.

Trucks, Buses, and Trailers

4.17. No commercial truck or bus (except a passenger van for personal use) or trailer shall be left parked in front of any Lot, except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity. All boats, trailers, recreational vehicles, campers or similar wheeled vehicles shall be enclosed in a garage, walled or fenced area. The garage, walled area or fenced area must first be approved by the ACC. No 18-wheel, semi-trailer or similar large truck may be parked, kept, or maintained on any lot except for construction or repair purposes.

Prohibited Activities

4.18. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot unless first approved by the ACC.

Propane

4.19. Any above ground propane tanks shall be visually screened from the view of adjacent property owners.

Construction and Vacant Lots

4.20. All lots purchased shall be mowed and maintained at all times.

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4.21. During construction all lots shall be kept clean and free of trash or debris. No brush or tree limbs shall be moved to adjacent lots. A commercial trash container shall be placed on each lot and serviced during construction for the disposal of lightweight materials, packaging and other materials.

4.22. No structure other than fences shall be located closer than fifty (50) feet from the boundary line of any adjoining lot.

4.23. All construction on any lot shall be so designed as not to dump or pond water on any adjoining lots.

4.24. No lot shall be used for dumping or storage of rubbish, trash, debris, soil, rocks, building materials, pollutant, or environmentally hazardous materials.

4.25. Sand, gravel, or dirt excavation is prohibited except in connection with construction of on-site improvements, such as tanks, ponds, or water gardens.

4.26. All single family dwellings and other structures shall be completed within twelve (12) months after the same has been approved by the ACC.

Exterior Lighting

4.27. Any exterior lighting to be used for night time activities of any sort must be first approved by the ACC prior to installation.

ARTICLE FIVE - EASEMENTS

Reservation of Easements

5.01. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

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ARTICLE SIX - GENERAL PROVISIONS

Enforceability

6.01. The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants imposed by this Declaration. Failure to enforce any covenant or restriction is not a waiver of the right of later enforcement either with respect to the violation in question or any other violation. All waivers by the ACC must be in writing and signed by the party to be bound.

Severability

6.02. 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.

Covenants Running With the Land

6.03. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real 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. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

6.04. The covenants, conditions, and restrictions created by this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination only by an instrument signed by the Owners of more than seventy five (75) percent of the land area of the Property. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by the Owners of more than seventy five (75) percent of the land area of the Property. No amendment or any termination shall be effective until recorded in the real property records of Denton County, Texas, and all requisite governmental approvals, if any, have been obtained.

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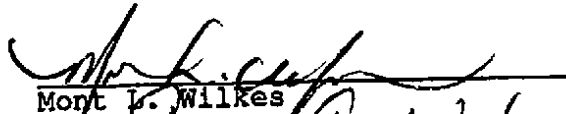

Attorneys' Fees

6.05. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal Interpretation

6.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed on September 12, 2000.

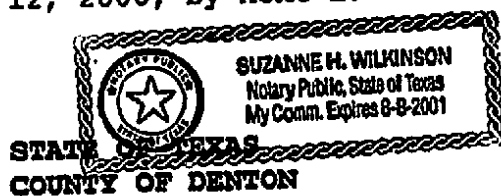

Mont L. Wilkes

Emrie A. Wilkes

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF DENTON

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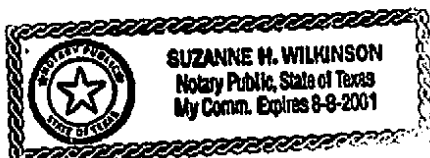
This instrument was acknowledged before me on September 12, 2000, by Mont L. Wilkes.

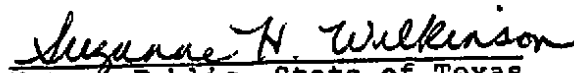



Notary Public, State of Texas

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This instrument was acknowledged before me on September 12, 2000, by Emrie A. Wilkes.




Notary Public, State of Texas

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EXHIBIT A

Page 1

DESCRIPTION

Tract I:

Being all that certain lot, tract, or parcel of land situated in the William Roark Survey, Abstract Number 1087, Denton County, Texas, being a part of that certain tract of land conveyed by deed from Dale Schalter and Bennie G. Snider, Co-trustees, to Robert Coston et al, recorded under Clerk's File Number 93-R0089896, Real Property Records, Denton County, Texas, and being more particularly described as follows:

Beginning at an iron rod set for corner in the south line of that certain tract of land conveyed by deed from 188/Denton Joint Venture to Denton County Joint Venture, recorded in Volume 2399, Page 108, Real Property Records, Denton County, Texas, said point being the northwest corner of that certain tract of land conveyed by deed from Richard F. Dolgener et al to V. D. Burch, recorded in Volume 288, Page 137, Deed Records, Denton County, Texas;

Thence South 01 degrees 33 minutes 05 seconds East, 2166.13 feet with the east line of said Burch tract to an iron rod set for corner, said point being the northeast corner of that certain tract of land conveyed by deed from Henry S. Miller Company to Robert E. Skipworth and Faye Marcille Skipworth, recorded in Volume 819, Page 789, Deed Property Records, Denton County, Texas;

Thence South 89 degrees 45 minutes 13 seconds West, 1708.65 feet with the north line of said Skipworth tract to an iron rod found for corner in said Road and in the east line of the J. Edmonson Survey, Abstract Number 401;

Thence North 00 degrees 40 minutes 26 seconds West, 1696.10 feet with said Road and with said east line of said Edmonson Survey to an iron rod set for corner;

Thence North 89 degrees 47 minutes 36 seconds East, 376.91 feet to an iron rod set for corner;

Thence North 00 degrees 31 minutes 34 seconds East, pass at 51.02 feet an iron rod found for southeast corner of that certain tract of land conveyed by deed from Helen J. Coston Revocable Living Grantor Trust to Rance G. St. John and wife, Judith A. St. John, recorded under Clerk's File Number 94-R0079337, Real Property Records, Denton County, Texas, pass at 257.98 feet the northwest corner of said St. John tract, a total distance of 478.63 feet to an iron rod set for corner in the south line of said Denton County Joint Venture tract;

Thence South 89 degrees 51 minutes 18 seconds East, 1288.64 feet with said south line of said Denton County Joint Venture tract to the Place of Beginning and containing 80.133 acres of land.

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Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY
CLERK

On Sep 12 2000
At 3:49pm

Doc/Num : 00-R0089353
Doc/Type : RST
Recording: 23.00
Doc/Mgmt : 6.00
Receipt #: 37348
Deputy - Jane