

Restrictions

The property shall not be used for dairy, poultry, or kennel business. Cattle, horses, and sheep are limited to one per 1.5 acres. Swine and goats are forbidden.

The Buyer shall construct adequate fences along the boundaries of his/her property to prevent intrusion from adjacent property. Buyer holds seller harmless for any damage or injury to buyer's property or person resulting from buyer's failure to construct and maintain said fences.

Any structure erected for the use of horses, cattle, any other livestock, or household pets, shall be kept or maintained in such a manner that they do not become an annoyance or nuisance to the other property owners.

No dwelling or other building may be located within ten (10) feet of any property line. Stables or barns shall be at least seventy-five (75) feet from any dwelling on this adjacent property.

Any dwelling constructed on property must have a heated and cooled living area of not less than 1,500 square feet. The exterior building design shall be of new material, substantially and safely constructed of masonry and maintained in good repair. Homes must have a 75% masonry exterior.

No manufactured homes, doublewide or trailer homes are allowed on the property. This provision shall not restrict an owner from keeping a recreational vehicle or travel trailer on his/her property, providing same is not used as a residence.

No noxious or offensive trade or business shall be conducted on the property, nor shall anything be done hereon which constitutes a nuisance to adjacent property owners.

Only one structure per property to be used as a residence.

The Seller reserves a ten (10) foot easement along the property lines for the purpose of installing, operating, and maintaining utility lines and mains thereon, together with the right to trim, cut, or remove trees, and/or brush from said easements, the right to locate guywires, braces and anchors whenever necessary, together with the right to install, operate and maintain gas lines, water lines, and appurtenances, sewer lines, culverts and drainage ditches, further reserve the right to ingress and egress to such areas for any of the purposes above. The seller has no responsibility for the control of surface waters over and/or through the property. There shall be no cause of action against the seller herein, either at law or in equity, by reason of any damage caused to said property or improvements thereon by water drainage, or by installing, operating and maintaining the above mentioned installations.

There shall be no outside toilets. All sanitary arrangements must comply with state and local health laws, ordinances and regulations, and septic tanks must be installed in accordance with Hunt County Texas Health Department standards.

There shall be no wrecked/junked cars or equipment kept on the property, nor any automobile without current year registration.

The 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 lot owner.

The Seller or any Owner shall have the right to enforce, but are not obligated to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party bound.

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By
Collen Terry
Linda Brooks
County Clerk
Hunt County

SEE P 328

0007 P 187

I hereby certify that this instrument was
filed in the office of the County Clerk, Hunt
County, Texas, and was duly recorded in the
public records of said County, and that the
same were by me.

Jan 27, 2006

Libe Parks, County Clerk
Hunt County

My position herein does not affect the validity
of the instrument. I, the County Clerk, Hunt
County, Texas, do hereby certify that this
instrument was duly recorded in the public records
of said County, and that the same were by me.