

DEDICATION AND PROTECTIVE COVENANTS AND RESTRICTIONS APPLICABLE TO
PECAN GLEN (formerly Cedar Glen)

I.

All lots in the tract or subdivision shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any such residential building plot other than a single detached single-family dwelling (or main structure), a private garage and other outbuildings incidental to residential use of the plot. No lot shall be allowed to be re-subdivided into less than one acre.

Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown on said map, provided such tract constitutes a home-site as defined herein.

The term "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses and to exclude commercial and professional uses; and any such usage of this property is hereby expressly prohibited.

The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements except roofs.

II.

No building shall be located nearer to the front line or nearer to a side street line than fifty (50) feet. No building shall be located nearer than twenty (20) feet to any side line, nor nearer than twenty-five (25) feet from the rear lot line. Building as herein used shall mean main structures, porches, whether screened or unscreened, breezeways, attached garages, porte cocheres, steps and projections covered by roof.

III.

No trailer, basement, tent, shack, lean-to, garage, barn or other outbuildings erected on the property shall at any time be used as a residence, temporary or permanent (except as hereinabove provided), nor shall any structure of a temporary character be used as a residence. Under no circumstances will mobile homes or modulars be permitted to be resided in on the property at any time. No inoperable vehicles to be allowed for more than fifteen (15) days. No house may be moved onto any lot within the subdivision.

IV.

No shiny metal roof or metal siding to be used on any residence or detached garage. The floor area of the main structure on such lot, exclusive of open porches, steps, screen porches, porte cocheres, breezeways, garages (attached or unattached) or outbuildings, shall not be less than sixteen hundred fifty (1650) square feet. Construction of any kind shall be approved by Pecan Glen ownership prior to construction.

V.

No yard toilet or privy shall be erected or maintained on any lot in said subdivision.

VI.

No building material of any kind or character shall be placed or stored in the streets, or between streets and the property line. All building material to be used in the construction of building in this subdivision shall be placed within the property lines of the premises upon delivery. Exterior must have finished appearance within 90 days of start of construction.

VII.

No garbage, trash, ashes, or other refuse may be thrown or dumped on any vacant lot in the Subdivision, nor shall same or any contained thereof be left in the street line or public view except as same may be maintained in a neat and sanitary manner in the rear of the residence or outbuilding. Excluding leaves, grass trimmings, and tree limbs, no burning of trash, garbage or refuse to be permitted within PECAN GLEN.

VIII.

No goats, hogs, or sheep may be kept at any time on any lot within the subdivision. Household pets, reasonable in number, are permitted. A lot owner may maintain up to one horse or cow per acre. Rabbits and poultry raised for non-commercial purposes, including as 4-H, FFA, and vocational agricultural projects shall be allowed only if maintained on the rear 1/4 of each lot in a fenced or penned area located no nearer than fifty (50) feet from any lot line, and only if maintained in a manner not offensive to any neighbor.

IX.

No nuisance or advertising sign, bill board or other advertising devise shall be built on or suffered to remain upon any of the premises in this subdivision except that the owner may place on such premises any advertising signs or devises as they may deem appropriate having to do with the sale of the property and except that any lot owner may place on a lot owned by him for resale a sign so indicating, having an area of not more than five square feet and a height of not more than four feet from the surface of the ground.

X.

No obnoxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which shall be or will become an annoyance or nuisance to the neighborhood.

XI.

Grass and weeds on each site conveyed must be kept mowed at regular intervals as may be necessary to maintain such site in a neat and attractive manner. Ditches abutting said property must be kept in good condition. Until a home or residence is built on said site the Developer shall have the right to have the grass and weeds cut and ditches maintained when and as often as in their judgment same is necessary, if the owner/owners fail to do so and the owner/owners of said site/sites shall be held by the acceptance of such deed to be obligated to pay the Developer for the cost of such work.

XII.

Developer reserves the necessary easements and right-of-ways for constructing, maintaining and repairing all pipes, conduits and ditches necessary for the construction and maintenance of a system of drainage and for constructing, maintaining and repairing a system providing for light and power, telephone and telegraph service to said area and the inhabitants thereof, for the purposes incident to the development and use of said property as a suburban home community. Neither the owner nor any utility company using the easements or rights-of-way as reserved by plat of this subdivision filed for record in the Map Records of Washington County, Texas, shall be liable for any damage done by any of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers, or other property of any owner situated on the land covered by the easements or adjacent to said rights-of-way.

XIII.

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

XIV.

Speed limit within the subdivision shall be 20 miles per hour. Load limits within the subdivision shall be 15,000 lbs. per axle.

XV.

The use of septic tanks will be permitted in this subdivision, provided, however, that all septic systems, including septic tanks, laterals, and field lines shall meet or exceed the requirements of all governmental entities at the time of installation and may not encroach on building line limit.

XVI.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Any change in said covenants within the initial twenty-five year period must be agreed to in writing by all property owners.

XVII.

ENFORCEMENT: 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 to recover damages.

XVIII.

SEVERABILITY. Invalidation of any one or these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

XIX.

PECAN GLEN ownership reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

XX.

The above covenants and restrictions are made a part of the Dedication of CEDAR GLEN, upon the Public Records, and the deed to each lot purchased shall convey the same to the purchaser subject to such covenants and restrictions, and this observance thereof shall constitute a part of the consideration for said lot so conveyed; a copy of such covenants and restrictions shall at the time be furnished each purchaser, and he shall sign a statement that he will agree to abide by and carry out the same so long as he owns any property in said subdivision by every honorable means, and the same shall constitute a contract with the Developer and the other lot owners in said subdivision.

CONFIDENTIAL
