

638
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
3587

THE STATE OF TEXAS
COUNTY OF NAVARRO

THAT WHEREAS, Rustling Oaks Estates, Inc., a Texas Corporation hereinafter called "Developer", being the owner of all that certain tract of land situated in the Samuel Moore Survey, A-582 in Navarro County, Texas and being known as Rustling Oaks Estates, Phase II, according to the final plat thereof filed in Volume 6, page 289, Plat Records of Navarro County, Texas, does hereby impress all the property in the names subdivision with the following restrictions:

SUBDIVISION RESTRICTIONS:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by Rustling Oaks Estates, Inc., a Texas Corporation to protect the owners of lots in this subdivision against such improper use of lots as will depreciate the value of their property and to preserve so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for a high type of quality of improvements on said property and thereby to enhance the value of investments made by purchasers of lots therein.

The Architectural Control Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequences of its enactment and enforcement of, or failure to enact minimum standards for any improvements, and no act or omission shall be construed to impose any liability upon said Architectural Control Committee, or the officers and members thereof for damages which any grantee may sustain.

2. The Committee may, as a condition to its approval, make any requirements in its judgement that is deemed proper, including the following:
 - A. No residence, outbuilding, structure, fence or construction of any kind shall be constructed, erected or placed on any lot in this subdivision until the building plans, specifications and plot plans showing the location of said improvements have been submitted to and approved in writing by the Architectural Control Committee for the subdivision. The original Architectural Control Committee will be chaired by Russell Whatley Loper. The Committee so formed may at any time, but no later than January 1, 1995, transfer all of the powers herein given to an Architectural Control Committee composed of owners of lots in subdivision duly selected by democratic process by all such lot owners.
 - B. All lots in Phase II shall be known and described as lots for residential purposes only. Only single-family residences may be erected, altered, placed or be permitted to remain on any lots or any part of another lot. These residential lots shall not be used for commercial, manufacturing or apartment house purpose.
 - C. No building shall be erected nearer than 5 feet to either the side or rear property lines. There shall be an easement reserved forever of a width of 30 feet across the front or street side of lots for the construction of bar ditches, drains, etc. An easement with right of ingress and egress is reserved in all lots for utility installations, service, and maintenance, including the right to keep same cleared of shrubbery and trees. Said easements are for the construction, and perpetual maintenance of conduits, poles, wires, water lines, sewer lines, sanitary and storm sewers, road drains and other public utilities. Wires, cables, or crossarms may extend over portions of said

lots not within the easement so long as it does not hinder the construction of buildings. 639

As to all waterfront lots, the Tarrant County Water Control and Improvement District No. 1 has reserved unto themselves a flood easement up to 320 MSL elevation and adjacent to the Richland Creek Reservoir and no building shall be nearer than one foot to this line without prior written approval from the Tarrant County Water Control and Improvement District No. 1 and the Architectural Control Committee before start of construction.

- D. All water front homes shall contain not less than 1600 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garages. All off water homes shall contain not less than 1200 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garages. Approved recreational vehicles such as motor homes and travel trailers may be used on any lot in Phase I for temporary use only (weekend use, vacation, or during construction of home) so long as the same has been approved by the Architectural Control Committee in writing but in no way shall an approved recreational vehicle be set up on a permanent basis.
- E. No residence of "box" or "sheet metal" construction shall be erected, placed, or permitted to remain on any lot nor shall any structure of a temporary character be used at any time as a residence. There shall be no metal storage buildings. Storage buildings must be approved by the Architectural Control Committee.
- F. No old or existing house, prebuilt or prefabricated house or structure, shall be moved, placed or maintained on any lot.
- G. Exterior walls of all buildings and improvements shall be constructed of masonry, wood or other commercial siding approved by the Architectural Control Committee provided that all exposed wood surfaces and cement block surfaces shall be painted with at least two coats of good quality paint. No metal roofs shall be used unless approved by the Architectural Control Committee.
- H. All exterior walls must be completed and painted as required and roof must be completed within 120 days after the start of construction. Outside storage of building supplies on any lot in this subdivision shall be permitted only during said 120 days construction period.
- I. All lavatories, toilets, and bath facilities shall be completely installed before the residence is occupied.
- J. No water well shall be drilled upon any of the said lots by owners of said lots. Water for domestic use as herein used shall be defined as sufficient water to satisfy the customary and ordinary requirements of a residential household for drinking, bathing, cooking, washing, and operation of the sanitary facilities. Nothing herein contained shall be construed as prohibiting the said "Developers" its successors and assigns or nominees, from drilling a well or wells on the reserved area of any lot in said subdivision for the purpose of supplying water to the owners of any property in said subdivision or in any addition thereto.
- K. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with other property and the community at any particular time. At no time shall junk cars or other inoperable equipment be stored on the lot. Upon the failure of the lot owner to keep the premises in a clean and orderly condition, the "Developer" its successors or assigns may have the lot cleaned, and the cost or expense thereof shall be payable by the owner of lot, to the "Developer", its successors or assigns.
- L. No pits, holes or other excavations shall be dug on any lot except in connection with actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

- 640
- M. No lot may be subdivided for any reason except that nothing herein contained shall prevent the "Developer" from subdividing lots prior to their initial sale.
 - N. Notwithstanding anything to the contrary contained herein, the "Developer" reserves the right for itself and its designated agent or agents the right to use any lot or lots for a temporary office location and the right to place a sign on any lot.
 - O. No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot, except that one sign containing not more than three square feet of surface area may be displayed for the sale of a dwelling house and lot, but only after construction of the dwelling house has actually been started. No such signs for the sale of unimproved lots shall be permitted.
 - P. Domestic animals such as dogs, cats, and other animals customarily maintained for domestic purposes may be maintained on the premises with the exception that no fowl, nor hogs, nor sheep, nor goats, nor horses, nor cattle may be maintained on the premises at any time for any purposes. All animals allowed by these restrictions to be maintained on the premises must be kept and maintained in a sanitary, non-odorous and inoffensive condition at all times and shall be restrained in such a manner so as to not be a nuisance to the neighborhood. But nothing herein contained shall be construed as allowing the operation of any dog or cat kennel.
 - Q. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 - R. No hunting or discharging of firearms shall be permitted on any lot or any part of this subdivision.
 - S. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restrictions and covenants, either to prevent him or them from doing so or to correct such violation or to recover damages or other relief for such violations. Invalidation of any one or any part of these provisions or parts of provisions which shall remain in full force and effect.
 - T. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot in this subdivision shall agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for successive periods of ten years unless, by a vote of a three-fourths majority of the then owners of the lots in said subdivision (each having one vote), taken prior to the expiration of said twenty-five year period and filed for record in said County, it is agreed to amend or release same.
 - U. An assessment is hereby made of twelve dollars (\$12.00) per month per lot to each owner of only one lot and an assessment of Seven Dollars (\$7.00) for any number of lots in excess of one, payable annually on the first day of January each year. The assessment charge for a lot purchased during the calendar year shall be prorated from the date of purchase to the end of the calendar year.
 - V. The assessment is payable to the Architectural Control Committee at its office in Navarro County, Texas or at such other address as may be fixed by the Architectural Control Committee. Such charges and assessments to be secured by an assessment lien upon said lots if not paid within sixty days of the due date and such assessment lien may be imposed and foreclosed by the Architectural Control Committee in

whom such authority is hereby vested or its successors or designees including any homeowners association formed by the majority vote of the owners of lots in the subdivision for carrying on the functions of the Architectural Control Committee.

641

W. The fund created by the assessment in charges shall be used to cover expenses incurred in the maintenance and operation of the properties and facilities of the subdivision or for Community improvement, thereon, including but not limited to the construction and reconstruction, improvement and maintenance of roads, swimming pool, tennis courts, clubhouse, parks, and other improvements and for the security systems patrol or guards at said subdivision and for such other uses as may be approved by the Architectural Control Committee.

X. The assessment charges may be raised by the Developer, or after the subdivision is turned over to the Homeowners Association, by a majority vote of owners of lots in subdivision duly covenanted for that purpose.

Y. Such assessment charges shall extend for the life of these restrictions and covenants, shall be extended automatically at the same time the restrictions and covenants may be extended and shall terminate upon the termination or release of said restrictions and covenants as hereinabove provided.

These restrictions and covenants shall become effective on November 19, 1990.

Executed this 19 day of November, 1990

Kathryn W. Loper
Rustling Oaks Estates, Inc.
By: Kathryn W. Loper, President

STATE OF TEXAS
COUNTY OF NAVARRO

This instrument was acknowledged before me on the 12 day of June, 1991 by Kathryn W. Loper, President of Rustling Oaks Estates, Inc., a Texas corporation, on behalf of said corporation.

Lance Allan Waggoner
Notary Public in and for State of Texas
Lance Allan Waggoner
My commission expires:

After Recording return to:
Kathryn Loper
805 Pecan
Fairfield, Texas 75840



THE STATE OF TEXAS }
County of Navarro

I, JAMES F. DOOLEN, Clerk of the County Court in and for Navarro County, Texas, do hereby certify that this Instrument was FILED AND RECORDED at 2:30 o'clock P 6-13 1991, in volume 1224 page 638 of the Records of Navarro County.



James F. Doolen
County Clerk, Navarro County, Texas