

RICKY SIMS, ATTORNEY

0500574

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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This Declaration, made on this date hereinafter set forth by LADONNA TURNER and VICKY LITTLE, hereinafter referred to as "Declarant", whether one or more.

WITNESSETH:

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Whereas, Declarant is the owner of certain property in Freestone County, State of Texas, which is more particularly described as:

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Being Phase One (1) of Meadow Ridge, a Subdivision out of the U. G. Cannon Survey, A-130, Freestone County, Texas, as recorded in Cahines B, Nevada 150, plus records of Freestone County, Texas.

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Now, therefore, Declarant hereby declares that all of the properties 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 be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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Article I
DEFINITIONS

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Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and any additions thereto.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Declarant" shall mean and refer to LADONNA TURNER and VICKY LITTLE, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Article II
USE AND RESTRICTIONS AND EASEMENTS

1. SINGLE-FAMILY RESIDENTIAL LOTS. Lots in MEADOW RIDGE shall be known and described as single-family residential lots, and shall have no more than one single family dwelling per lot.

2. DRAINAGE COST, QUALITY AND SIZE. The minimum floor area of the main structure, measured to the outside of exterior walls, exclusive of garages, open porches, patios and detached accessory buildings, shall be not less than one thousand four hundred (1,400) square feet. No used materials shall be used for the exterior of the structures.

3. TWO CAR CARRIAGE GARAGE REQUIRED. Each dwelling constructed in this subdivision shall have a garage or carport suitable for parking two (2) standard size automobiles, which conforms in design and materials with the main structure.

4. DRIVEWAYS. All driveways in the subdivision shall be surfaced with concrete or asphalt. Construction for the property line to the in with street shall be concrete or asphalt only.

5. BOAT AND TRAILER PARKING. No boat, trailer, camper body or similar vehicle shall be parked for storage in the driveway or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a screen fence.

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6. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than a ten (10) foot minimum building setback line. In any event, no building shall be located on any lot nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any lot nearer than ten (10) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches, shall not be considered as a part of the building. All buildings shall comply with the City of Tazewell ordinance which specifies setback lines.

7. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat(s). By acceptance of a deed to any one or more of the above lots, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot conveyed by deed, including the keeping of weeds and grass mowed within such area.

8. **NUISANCE.** 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.

9. **NO TEMPORARY STRUCTURES.** No structure of a temporary character, manufactured housing unit, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

10. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. **NO OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. This paragraph makes no representations as to ownership of minerals.

12. **NO LIVESTOCK OR POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that horses, dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided that only one (1) horse and its offspring less than one (1) year old is kept per acre owned. Other livestock and poultry or animals, except swine, may be kept if for a bonafide 4-H Club or Future Farmers of America project.

13. **GARBAGE AND REFUSE DISPOSAL.** 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction.

14. **NO INDIVIDUAL WATER SUPPLY.** No individual water supply system shall be permitted on any lot.

15. **FENCES.** Fences and walls shall be constructed of wood, brick, or rock only. All houses in Phase I of Meadow Ridge shall have privacy fences on three (3) sides (two (2) sides if a corner lot), being the back boundary line and side boundary lines, together with sufficient fencing to connect the sides of said fence to the house, unless necessary to leave open for a carport, provided however, that the fence shall not extend beyond the side of the house into the front yard. Privacy fencing will be constructed with rocks, bricks or wood and shall be at least four feet (4') in height. Slat spacing in wood fences will have no gaps. No chain-link fence will be permitted.

16. **BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE.** No buildings including manufactured housing units, previously constructed elsewhere shall be moved onto any lot in this subdivision.

17. **RADIO AND TELEVISION ANTENNA.** Any radio and/or television antenna erected on any building in this subdivision shall not extend more than thirty (30) feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling,

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and shall not be located on the side of the dwelling nearer than twenty (20) feet to the front wall line of the respective dwelling.

18. **LOT MAINTENANCE.** The owners or occupants of all lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner. Upon failure of the lot owner to keep the premises in a clean and orderly condition, the "Declarant" its successors or assigns may have the lot cleaned and the cost or expense thereof shall be payable by the owner of said lot, to the "Declarant", its successors or assigns.

19. **JUNK CARS.** At no time shall junk cars or other inoperable equipment be stored on the lot. Upon failure of the lot owner to keep the premises in a clean and orderly condition, the "Declarant" its successors or assigns may have the junk cars and equipment removed and the cost or expense thereof shall be payable by the owner of said lot, to the "Declarant", its successors or assigns.

20. **NO COMMERCIAL BUSINESS.** No commercial business, farm or ranching operation shall be conducted on any lot.

21. **EXTERIOR CONSTRUCTION.** A minimum of fifty percent (50%) of the first floor wall area to top of first floor window height and exclusive of openings shall be of masonry or masonry veneer construction, but in no case shall there be less than front and two sides masonry.

22. **NO OUTSIDE PRIVIES OR TOILETS.** No outside privies or toilets will be permitted. Without exception, all houses shall be connected to City of Teague sewage disposal system.

23. **RESUBDIVISION OR CONSOLIDATION.** None of said lots shall be resubdivided or consolidated in any fashion. No lots may be divided or re-subdivided into a greater number of lots.

24. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than that as shown on the original recorded plat.

25. **OUTBUILDINGS BUILDINGS.** All outbuildings, such as storage buildings, must be a minimum twelve foot (12') by twelve feet (12') and set on a concrete foundation. The exterior of said outbuilding buildings must be of brick, vinyl siding or colored metal. No outbuilding exterior may be of "sheet iron". There cannot be more than two (2) outbuildings located on any lot and all outbuildings must be located in the back yard and must comply with set-back line requirements.

**Article III
GENERAL PROVISIONS**

Section 1. **Enforcement.** Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **Severability.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty years (30) from the date this Declaration is recorded. Any amendment must be recorded.

Section 4. **Annexation.** Additional residential property and common area may be annexed to the Properties with the consent of all owners. Meadow Ridge

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ubdivision, Phase II, may be added to the properties at a later date, upon approval and recording of the plat.

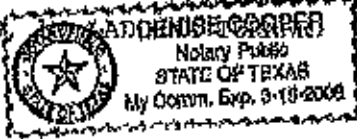
In witness whereof, the undersigned, being the Declarant therein, has hereunto set their hands and seal this 22nd day of August, 2005.



LADONNA TURNER, Declarant
VICKY LITTLE, Declarant

THE STATE OF TEXAS
COUNTY OF FREESTONE

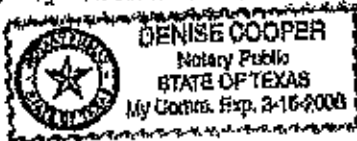
This instrument was acknowledged before me on the 22nd day of August, 2005.



Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF FREESTONE

This instrument was acknowledged before me on the 22nd day of August, 2005, by VICKY LITTLE.



Notary Public, State of Texas

Prepared in the law office of Ricky Sims, 730 Main Street, P. O. Box 299, Tague, Texas 75860, from information furnished by the parties and no examination has been made and an opinion has been given by Ricky Sims preparing this instrument as to the title to or to the description of the property involved.

AFTER RECORDING RETURN TO: RICKY SIMS, ATTORNEY, P. O. Drawer 299, Tague, Texas 75860

FILED AND RECORDED IN
EX. in County
this 22nd day of
AUGUST 2005
COUNTY CLERK
DN: Aug 22, 2005 AT 03:43P
at Recording
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By: Winona Bannister Deaton