

DECLARATIONS OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

THE STATE OF TEXAS:

COUNTY OF BURLESON:

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, HONBLE DEVELOPMENT COMPANY, A TEXAS CORPORATION, hereinafter called the Declarant, is the owner of all that certain real property located in Burleson County, Texas, described as follows:

24.7304 acres, more less, in the Francisco Ruiz Survey A-54, Burleson County, Texas and designated as Copperas Hollow Subdivision, Section 1, and more fully described by metes and bounds on attached Exhibit "A",

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property 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 shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

OWNER

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

PROPERTIES

"Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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LOT

"Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 2, Page 1-B of the Map Records of Burleson County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

DECLARANT

"Declarant" shall mean and refer to KOMBLE DEVELOPMENT COMPANY, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE TWO

ARCHITECTURAL CONTROL

Architectural Control Committee

Declarant shall designate and appoint an Architectural Control Committee consisting of not less than 3 qualified persons, which committee shall serve at the pleasure of the Declarant.

Approval of Plans and Specifications

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Failure of Committee to Act

In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of 15 days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

VIA 270-242

ARTICLE THREE

EXTERIOR MAINTENANCE

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

ARTICLE FOUR

USE RESTRICTIONS

Type of Buildings Permitted

All Lots shall be used for residential purposes only, and no buildings shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than 3 automobiles.

Minimum Floor Area and Exterior Walls

Any single story residence constructed on said Lots must have a ground floor area of not less than 1800 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single story residence must have not less than 900 square feet of ground floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

Setbacks

No building shall be located on any Lot nearer to the front Lot line than 40 feet nor nearer to the rear Lot line than 10 feet. No side yards at the front building setback line shall be less than 15 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

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Resubdivision or Consolidation

None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front Lot line of less than 90 feet, and provided that such use and construction shall in all other respects be in conformity with all provisions hereof.

Easements

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

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.

Prohibited Residential Uses

No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

via 270-244

Rubbish, Trash and Garbage

No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Fences, Walls, Hedges and Utility Meters

No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

Shrubs and Trees

No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline at points twenty-five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six feet above the ground level.

Trucks, Buses and Trailers

No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

VIA 270-245

Prohibited Activities

No professional, business, or commercial activity to which the general public is invited shall be conducted on any lot.

ARTICLE FIVE

EASEMENTS

Reservation of Easements

All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume 2, Page 1-B of the Map Records of Burleson County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

Underground Electric System

An underground electric distribution system will be installed to serve all lots in the subdivision. The Owner of each Lot shall, at his own cost and expense, furnish, install, own and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own, and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the Lot. For so long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle, alternating current.

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ARTICLE SIX
GENERAL PROVISIONS

Enforcement

The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

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.

Duration and Amendment

The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Burleson County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarant, this 14th day of July, 1980.

WOUBLE DEVELOPMENT COMPANY

BY: Hubert H. Wouble

HUBERT H. WOUBLE,

President

ATTEST: Nada H. Wouble

NADA H. WOUBLE,

Secretary

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THE STATE OF TEXAS:

COUNTY OF BURLESON:

Before me, the undersigned authority, on this day personally appeared
HUBERT H. HONBLE, President of HONBLE DEVELOPMENT COMPANY, a
corporation, known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed the
same for the purposes and consideration therein expressed, in the capacity
therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this the 14th day of July,



Harold R. Towslee
Notary Public, Burleson County, Texas.

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My commission expires: April 30, 1981

Printed Name of Notary: Harold R. Towslee

All that tract or parcel of land lying and being situated in Burleson County, Texas, out of the Francisco Ruiz Survey A-54, and being a part of the 194.0 acre tract conveyed to H. W. Kumble in the Deed Records in Volume 150, Page 205 of the Burleson County Deed Records and more particularly described as follows:

BEGINNING at a point that bears S 62° 12' 34" W 468.67 feet from the East corner of the original 194.0 acre tract;

THENCE S 62° 24' 52" W. a distance of 213.69 feet to a point for corner;

THENCE S 27° 35' 08" E. a distance of 18.61 feet to a point for corner;

THENCE S 60° 42' 40" W. a distance of 1654.48 feet to a point for corner;

THENCE N 44° 51' 54" E. a distance of 113.77 feet to a point for corner;

THENCE N 34° 11' 44" W. a distance of 141.42 feet to a point for corner;

THENCE N 66° 18' 17" W. a distance of 107.21 feet to a point for corner;

THENCE 73.13 feet along the arc of a curve to the left having a chord which bears N 02° 44' 39" E, a chord length of 73.13 feet, a radius of 100.00 feet and a central angle of 41° 54' 08" to a Point of Tangency;

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THENCE N 18° 12' 25" W. a distance of 296.65 feet to a point for corner;

THENCE 178.69 feet along the arc of a curve to the right having a chord which bears N 13° 58' 29" W. a chord length of 178.69 feet, a radius of 1209.53 feet and a central angle of 08° 27' 52" to a Point of Tangency;

THENCE N 80° 15' 27" E. a distance of 238.58 feet to a point for corner;

THENCE N 70° 12' 04" E. a distance of 265.71 feet to a point for corner;

THENCE N 79° 31' 51" E. a distance of 467.79 feet to a point for corner;

THENCE N 57° 39' 59" E. a distance of 584.34 feet to a point for corner;

THENCE N 71° 24' 44" E. a distance of 275.00 feet to a point for corner;

THENCE S 18° 35' 16" E. a distance of 483.08 feet to a point to the Point of Beginning and containing 24.7304 acres of land, more or less.

Such property being now subdivided per map and plat thereof on file and of record in the office of the County Clerk of Burleson County Texas and named and called Copperas Hollow Subdivision, Section 1.

EXHIBIT "A"

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THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 14 DAY OF July 19 80 AT 4:00 O'CLOCK P.M. AND DULY RECORDED ON 22 DAY OF July 19 80 AT 1:00 O'CLOCK P.M. IN THE Deed RECORD OF SAID COUNTY, IN VOL 270 PAGE 241-250

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Brenda Williams DEPUTY

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS