

OFFICIAL PUBLIC RECORDS

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HOPKINS COUNTY, TEXAS

STATE OF TEXAS 2002 OCT 21 PM 4:47

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DEBORAH SHINLEY
COUNTY CLERK

RESTRICTIONS OF
PEACEFUL MEADOWS
A RANCHETTE SUBDIVISION
IN
HOPKINS COUNTY, TEXAS

BY _____ DEPUTY

COUNTY OF HOPKINS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, developer is the owner of that certain tract of land containing approximately 89 acres of land, known as **PEACEFUL MEADOWS**, a ranchette subdivision situated in Hopkins County The Plat of **PEACEFUL MEADOWS**, was recorded in the office of the County Clerk of Hopkins County, Texas on the 21st day of October, 2002, after having been approved by law, and being recorded in Cabinet 6, slides/Page 93 of the Map Records of Hopkins County.

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon **PEACEFUL MEADOWS** subdivision, and declares the following reservations, easements, restrictions, covenants, and conditions, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said property, which Restrictions shall run with said property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

1) LAND USE:

No tract can be subdivided or divided into a smaller tract. No tract shall be used except for residential purposes, and a home based business. No buildings shall be erected, altered, placed, or permitted to remain on any tract other than single-family dwellings, and workshops, storage and/or barns

RESTRICTED USE:

These tracts are not to be used for storing disabled vehicles, or parking of 18 wheeler trailers. All vehicles must be in operating order, and except farm equipment, must have a current license and inspection. Tracts are not to be used for the storage of business inventory, trash or debris. All signs are restricted to 2'x 2' except in the case of real estate for sale.

2) HOUSE REQUIREMENTS:

Any residence constructed or placed on any tract must have an air-conditioned living area of not less than 1000 square feet. All residences shall be built to meet the then current local and state, building and energy requirements. Any modular or manufactured housing must be new and multi-sectional, (further defined as a double-wide not over three years old at the time of setup and installation), with full skirting of vinyl or masonry and with a minimum fifty square foot front porch. Single-wide manufactured homes are prohibited. Metal and/or wood skirting is prohibited.

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There is no time limit the time tract is purchased to the start of construction, but once construction is started it must be completed within 12 months. Residences damaged or destroyed due to fire, weather, or other reasons must be repaired or rebuilt, and any debris removed from the property within 12 months.

Up to two Secondary ("mother-in-law") cottages may be built behind the main house, as long as they meet the requirements above, except size. No mobile homes, recreational vehicles, or campers are allowed for permanent housing.

3) TEMPORARY STRUCTURES and VEHICLES:

Recreational vehicles and campers cannot be used for housing for over 30 days continuously. During construction of the permanent residence, recreational vehicles and campers can be used for housing for up to a maximum of one year.

All motor vehicles must be currently licensed and parked in the drive or behind the main house. No inoperable vehicles will be allowed to remain on the property over 30 days.

4) ARCHITECTURE:

In an effort to maintain the aesthetic beauty of the area, all dwellings built or placed on the property must be compatible with the surrounding residential area. All property improvements including accessory buildings and barns must be built with new materials.

5) LOCATION OF IMPROVEMENTS:

No building of any kind shall be located on any tract nearer to the street than the front building line, and 10 feet from the side property lines. Tracts 1-4 and 25 have a 25 foot front building line and tracts 5-24 have 75 foot front building lines. See approved plat for details.

6) NUISANCES:

No noxious or offensive activity, whether for profit or not, shall be carried on or upon any tract, nor shall anything be done thereon which may be considered an annoyance or nuisance to the neighborhood. Any contaminating activities and storage of any environmental hazardous materials are prohibited.

7) ANIMAL HUSBANDRY:

Only farm and domestic animals native to Texas or the USA are permitted. One large animal and two small animals per full acre are permitted. A large animal is defined as weighing 100 lbs or more. (As an example, if you own 3+ acres - You cannot own 4 horses, nor 3 horses and 3 cows. Nor can you own 7 cats - unless one weighs 100 lbs.)

Any dangerous and/or exotic animals are prohibited. Pit Bull dogs and swine are prohibited.

8) MOWING EASEMENT:

Developer reserves an easement for the mowing and or bailing of hay across all tracts. Such easement shall terminate on each tract the earlier of (a) the fencing of such tract, or (b) the beginning of construction of a residence on the tract. Although Developer reserves the right to mow and bail hay, he has no obligation to do so.

9) TERMS:

These covenants and restrictions are to run with the land and shall be binding for a period of thirty (30) years from the date of this instrument. After which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed and recorded by 72% of the current owners of the tracts, agreeing to change said covenants and restrictions, in whole or in part. There shall be one vote per tract.

The provisions of the Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration. No violation of the Restrictions shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust.

10) ENFORCEMENT:

The Developer (or any three property owners if developer has no ownership interest in the subdivision) may constitute an Enforcement Committee. The Enforcement Committee shall have the right to enforce, by any proceeding at law on inequity, all restrictions, conditions, and reservations imposed by the provisions of this Declaration. The Enforcement Committee may enforce restrictions by first verbally, in person or on the telephone, but not through artificial means such as voice mail, informing the property owner of the violation, and asking if he knows he is aware of the violation. If no action is taken by the owner to correct the violation, after 30 days from verbal notice, the Enforcement Committee shall re-notify the owner of the violation by certified mail, one to the situs address (if there is a mail receptacle), one to the mailing address of record at the Hopkins County Appraisal District office, and one to any other known mailing address.

All disputes will handled in Hopkins County, first by mediation, and then binding arbitration. All attorney fees and costs of mediation and binding arbitration shall be recoverable by the prevailing party. If the property owner is found in violation of the restriction(s) and fails to correct said violations within 90 days of binding arbitration, then the Enforcement Committee may elect to correct the violation with outside contractors and/or public officials. The Enforcement Committee shall pay said outside contractors in a timely manner. The Enforcement Committee shall hereby be entitled to recover all costs of the enforcement, plus 20% for their time, and the same shall constitute a lien against the tract owned by the violating party.

Any Restrictive Covenant declared invalid shall not affect other provisions. Any Restrictive Covenant, which shall require a person to violate the law, shall yield to said law. Failure to enforce a restriction does not constitute a waiver of said restriction.

Exhibit A is the metes and bounds legal description of the property, also known as Peaceful Meadows Subdivision. Campbell Loyal Trust is the current sole owner of said land.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand this 15th day of Oct, 2002.

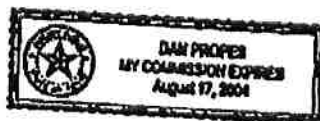
Campbell Loyal Trust
A Texas Trust

By: R Campbell
Ralph C. Campbell, Trustee

STATE OF TEXAS
COUNTY OF Smith :

This instrument was acknowledged before me on the 15th day of October, 2002, by RALPH C. CAMPBELL, TRUSTEE of Campbell Loyal Trust, in the capacity therein stated, on behalf of said Trust.

[Signature]
Notary Public, State of Texas



After Recording return to:
CAMPBELL LOYAL TRUST
C/O Ralph C. Campbell, Trustee
PO Box 90
Bullard, TX 75757-0090.

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FILED FOR RECORD
HOPKINS COUNTY, TEXAS

2002 OCT 23 PM 1:56

DEBBIE SHIRLEY
COUNTY CLERK

BY HP DEPUTY

STATE OF TEXAS COUNTY OF HOPKINS
I hereby certify that this instrument was filed in the
number sequence on the date and time stamped
hereon by me and was duly recorded in the volume
and page of the named records of Hopkins County,
Texas, as certified by me.

OCT 24 2002



Debbie Shirley
COUNTY CLERK, Hopkins County, Texas

1-4-02
By mail
turn down
Restrictions of Peaceful Meadows Subdivision in Hopkins County, Texas, page 4 of 4.