

## **DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter referred to as this "Declaration") is executed on this 17<sup>th</sup> day of December 2014 by CHARLES H. HOCE (hereinafter referred to as "Owner").

### **WITNESSETH:**

WHEREAS, Owner is the owner of that certain tract of land described as follows:

**BEING** all that certain lot, tract or parcel of land situated in the STEPHEN C. SULLIVAN SURVEY, Abstract No. 808, Johnson County, Texas, and being a portion of that certain tract of land described in Warranty Deed from David F. Lee and wife, Frances Lee to Marvin Wallace Lutes and wife, Barbara Sue Lutes and Louis David Stites and wife, Mary Ellen Stites, dated October 1, 1985, and recorded in Volume 1142, Page 313, Deed Records of Johnson County, Texas, and being a portion of that certain 8.7 acre tract of land described in Warranty Deed from Louis David Stites and wife, Mary Ellen Stites to Marvin Wallace Lutes and wife, Barbara Sue Lutes, dated September 21, 1993 and recorded in Volume 1727, Page 353, Deed Records of Johnson County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference;

(hereinafter referred to as the "Restricted Property"); and

WHEREAS, Owner desires to execute this Declaration in order to place certain restrictive covenants set forth below (hereinafter collectively referred to as the "Restrictions") of record as a lawful and binding encumbrance to the title to the Restricted Property.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby imposes the following Restrictions on the Restricted Property:

1. **Residential Use:** All of the said property shall be occupied and used for single family residential purposes only.
2. **Building Size:** Each single story residence on each lot shall contain not less than 2000 square feet of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, and other outbuildings and shall be computed from faces of exterior walls. Each residence shall have, at minimum, a two car garage which may not be converted to living space.

3. **Building Materials and Appearances:** No dwelling shall have erected on a lot of material other than brick, stone, brick-veneer, or other masonry material unless the above named materials constitute at least eighty (80%) percent of the outside wall areas below the first floor plate line, excluding window and door areas, below gables or roof areas. All building structures must be at least fifty (50) feet from the front property line and no nearer than thirty (30) feet from either side property lines. If property has to be replatted, building line must be fifty (50) feet from new property line. If it does not need to be replatted, sixty-five (65) feet from property line. All garage doors, whether they be on the dwelling or outbuildings must face the side or rear of the lot. No window unit air-conditioners, propane tanks, or evaporative coolers shall be visible from the street. If awnings are placed above windows or patios, or carports are built, they must be in a complementary color to the dwelling and may only be of metal with metal framing. No fiberglass, canvas or plastic shall be used on patio covers, awning or carports. Only newly constructed dwellings shall be permitted in the Addition. No structure may be moved into the Addition in whole or in part. Carports for motor homes and/or camper trailers are allowed, but must be behind the rear corner of the home.

4. **Outbuildings:** No trailer, mobile home, modular, tent, camper vehicle or temporary house shall be placed or erected on any lot for use as a dwelling. The developer may grant permission for temporary buildings or structure to be placed on lots for storage of materials during construction by the persons doing such work for a temporary sales office for developer or any other person engaged in the sale of lots within the Addition. If permission is granted, the temporary buildings or structures shall be removed within thirty (30) days after written notice from the developer to remove the building or structures. No outbuilding on any lot may be taller than the highest roof line of the dwelling on said lot. Permanent metal buildings are allowed. Construction of outbuildings shall be completed within six (6) months after construction is commenced.

5. **Vehicles:** No trailer, camper, boat or motor home of any kind shall be left or parked in front of the rear corner of the home. No obviously inoperable vehicle shall be left anywhere that is visible from the street and must be behind the rear corner of the home.

6. **Antennas/Aerials:** No radio, satellite dish or television aerial in excess of three (3) feet in diameter shall be visible from the street. No antennas shall exceed eight (8) feet above the highest point of the roof of the residence on the same property.

7. **Signs:** No sign of any kind shall be displayed to the public view on any lot except: (a) one sign of not more than six (6) square feet, advertising the property for sale or rent; (b) signs used by a builder to advertise the property during the construction and sales period; and (c) signs of such shape, size and location as the developer deems necessary for security control and to advertise the project.

8. **Offensive Activity and Miscellaneous:** Neither noxious or offensive trade nor activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All improvements constructed on the

lots must comply in all respects with the zoning ordinances, building codes, rules and regulations promulgated by the County.

9. **Landscaping, Grounds Maintenance and Appearance:** 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 equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. All trash or debris shall be kept in containers and shall be placed for collection on the day of collection only. All yards must be kept in a neat and orderly manner, maintained, watered, hedges and shrubs trimmed and lawns mowed on a regular basis. No drying of clothing outdoors nor clothes lines for the drying of clothing will be permitted in the Addition. No open or exterior storage of goods of any kind is allowed after the completion of the construction of the dwelling.

10. **Animals:** No person owning any lot or lots shall keep domestic animals of any kind ordinarily used for commercial purposes on the property, and no person owning any lot or lots shall keep any animals in numbers in excess of that which he may use for companionship for the private family, it being the purpose and intention hereof to restrict the use of said property so that no persons shall quarter on the premises cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys or any other animal that may interfere with the quietude, health or safety of the community.

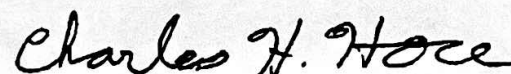
The provisions of this Declaration constitute a covenant running with the land, and shall be binding upon the owner of the Restricted Property, their heirs, representatives, successors and assigns.

The undersigned, their heirs, personal representatives and assigns, shall have the right to enforce the restrictions imposed by this Declaration by any proceeding at law or in equity. Failure to enforce any covenant or restriction contained herein shall not be deemed to be a waiver of the right to future enforcement with respect to the violation in question or any other violation. Any waiver of a right to enforce the provisions of this Declaration must be in writing and signed by the party to be bound.

Invalidation of any one of these covenant or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

If any controversy, claim, or dispute arises relating to this Declaration, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, costs and attorney's fees.

Executed as of the date first above written.



CHARLES H. HOCE



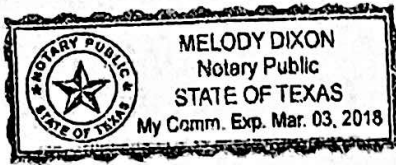
**ACKNOWLEDGMENT**

**STATE OF TEXAS**

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**COUNTY OF TARRANT**

This instrument was acknowledged before me on the 17th day of December, 2014, by CHARLES H. HOCE.



Melody Dixon  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**

**Charles H. Hoce  
1013 Blue Jay Drive  
Mansfield, TX 76063**