



70 2007 00113393

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2007-113393

As

Recorded On: September 24, 2007

Restrictions

Parties: SADAU CARL

Billable Pages: 8

To

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Restrictions	39.00
Total Recording:	39.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2007-113393
Receipt Number: 422744
Recorded Date/Time: September 24, 2007 01:04:58P

DENNIS M MORROW
PO BOX 446
WEATHERFORD TX 76086

User / Station: C Robinson - Cash Station 2



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

THE STATE OF TEXAS

§

§

COUNTY OF DENTON

§

**RESERVATIONS, RESTRICTIONS AND COVENANTS
SADAU ADDITION**

WHEREAS, Carl Sadau, (hereinafter called "Dedicator") is the owner of land in Denton County, Texas. (hereinafter called the "Property"), more particularly described in the attached Exhibit A.

WHEREAS, Dedicator plans to develop the Property and to sell the lots to persons who will construct single family residences thereon, and desires to impose on the lots mutual, beneficial restrictions under a general plan of improvements for the benefit of all lots, the Dedicator and the future owners of the Property.

NOW, THEREFORE, Dedicator hereby declares and agrees that the restrictions and covenants hereinafter set forth are to run with the lots and shall benefit and be binding upon all parties and all persons owning the Lots, and their heirs, personal representatives, successors and assigns. Any and all contracts, purchase agreements or deeds affecting any Lots shall be deemed to have these restrictions and covenants incorporated therein by reference, and any and all such contracts, purchase agreements or deeds affecting any Lots shall be conclusively held to have been executed, delivered, and accepted with full knowledge of all restrictions and covenants contained herein. Furthermore, it is expressly declared and agreed that these restrictions and covenants also benefit the Dedicator and future owners of the Property.

Section 1. Definitions. The terms defined in this section shall for all purposes, have the meanings set forth below, unless the context otherwise requires:

(a) "Lots" shall mean an entire numbered Lot as shown on the plat or a combination of one or more Lots or parts of Lots which shall have been approved by the dedicator as a building site, but the Dedicator may refuse to approve a splitting or combination of Lots.

(b) "Lots" shall mean more than one Lot whether or not the Lots are combined as a building site. Each Lot is allowed a building site.

(c) "Front of Lot" shall mean on Lots 1 thru 6 of the Plat of record, the west boundary line of the property and on Lots 7, 8 and 9, the South boundary line of these lots being McReynolds Rd.

(d) "Dedicator" shall mean, Carl Sadau, the undersigned, his successors and assigns.

Section 2. Single Family Dwellings. A Lot shall only be used for the construction and maintenance thereon of one private dwelling house designed for the occupancy of a single

family, together with reasonable and customary accessory structures designed or used for living quarters, including domestic servants living on the premises. No Lot shall be used in whole or part for other than single family residence purposes. Construction of new buildings only shall be permitted; it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a dwelling house.

Section 3. Architectural Review. No dwelling, accessory structure or other improvement shall be erected or maintained on any Lot until the building plans and /or specifications for same, and a plot plan showing the proposed location of same, have been approved by the Dedicator or designated person(s) by Dedicator to be known as the architectural control committee (ACC). The architectural control committee shall consist of at least 3 members, one being the Dedicator and two or more of the lot owners as he may designate.

In reviewing building plans, the Dedicator or ACC shall consider the over-all suitability and architecture of the proposed placement on the Lot, the structural soundness of proposed building materials and the height relationships of all improvements. This section shall be applicable to initial construction and to alternations, changes and additions at any time subsequently made.

(a) Roofs.

Roofs shall be, fire resistant composition shingles or equivalent.. Color of tile and composition roofs must be of earth tone colors and approved by the Dedicator or ACC. In no case shall the Dedicator's approval of proposed improvements be unreasonable withheld.

(b) Exteriors.

All dwelling shall be constructed of stone, masonry, brick, stucco, or of a glass building material of the kind usually used for outside wall construction, to the extent of at least seventy-five percent (75%) of the total area of the outside walls.

(c) Square Footage.

All single family dwellings constructed on the Lots shall contain at least 1800 square feet of heated and/or air conditioned living space exclusive of garages, porches and outbuildings, as required by the City of Sanger, Texas.

Section 4. Excavation, drainage, Frontage Setbacks, Etc.

(a) Excavation. No excessive excavation or fill will be permitted on any Lot except where specifically allowed by the Dedicator due to terrain considerations; no clear cutting of any wooded Lot will be permitted; however, it is understood that some selective pruning or removal of trees and shrubs will be necessary for the development of a wooded Lot. The retention of trees over four (4) inches in diameter or over fifteen (15) feet in height is strongly recommended.

(b) Drainage. Surface grading and drainage must occur with minimum disruption to the Lot, without altering natural drainage disruption patterns as runoff leaves the Lot, and without causing conditions that could lead to unnecessary soil erosion, slippage or subsidence. The

owner of any lot (s) shall require the home builder to install and maintain appropriate erosion control measures throughout the course of construction. Silt and/or debris washing into public streets or adjacent lot(s) shall be the responsibility of the lot(s) owner. Surface drainage upon and across any Lot must be addressed through the implementation of sound construction and grading practices and in accordance with the approved drainage area map for the subdivision. Existing points of entry and exit to and from a Lot by historic surface drainage must be respected. Any improvement which creates an obstruction to surface flows resulting in a back-up of storm waters onto a neighboring Lot or tract is strictly prohibited.

(c) Placement. All dwelling shall be constructed to front on the street on which the Lot fronts as indicated on the Plat unless any Lot fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Dedicator may approve, or as city ordinance may allow, on either or the two streets or partially on both.

(d) Front Building Set-backs. All dwelling and accessory structures shall be erected and maintained behind a Fifty foot (50') front building line.

(e) Corner Lots. All corner Lots shall have a twenty foot (20') side yard building line adjacent to the side street.

(f) Side Building Set-backs. No dwelling or accessory structure shall be erected or maintained nearer than ten percent (10%) of lot width up to fifteen feet (15') maximum from the side line of any Lot.

(g) Sidewalks. All Lots shall have the standard three foot (3') concrete street side sidewalk installed upon completion by builder.

(h) Walls and Fencing. As approved by Architectural Control Committee.

(i) Signs. No signs (except street number/name signs) whatsoever shall be erected or maintained on any Lot except such signs as may be required by law, and a "for sale" sign, or "for rent" sign, not exceeding five square feet (5') in size. The provisions of the paragraph shall not prevent the Dedicator from commencing, erecting or maintaining structures, or other signs if it, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Lots or other portions of the property.

(j) Antennas and Satellite Dishes. Antennas or satellite dishes shall be reasonable and not unsightly. When available it is encouraged that Owners use a cable service. Any dish or equipment just be sufficiently concealed or screened so as to not be visible from any neighboring property, tract or right of way.

(k) Garages.
As approved by Dedicator or Architectural Control Committee.

(l) Mechanical Equipment. No roof mounted or wall mounted mechanical equipment

will be permitted.

(m) Storage Buildings.

Storage Buildings are permitted as approved by Dedicator or Architectural Control Committee.

(n) Mail Boxes.

All mail boxes shall be approved by the Dedicator. Uniform numbering system shall be used.

(o) Swimming Pool & Spas. Above-ground pools are expressly prohibited. All pools and spas must be constructed in accordance with Denton County regulations.

Section 5. Road access. Lots 7, 8 and 9 shall not have access to private road as shown on Plot of record in County Records of Denton County, Texas and city of Sanger, Texas. Access to these Lots shall be on McReynolds Road. Lots 1 thru 6 shall access private road as shown on recorded plot.

Section 6. Animals, Nuisances, etc.

(a) 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 ("household pets" specifically exclude horses, cows, hogs, sheep, goats, guinea fowl, ducks, chickens, turkeys, and other animals that may interfere with the quiet, health or safety of the community) may be kept thereon provided that they are not kept, bred or maintained for any commercial purpose.

(b) Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon so as to disturb the neighborhood or occupants of adjacent property, nor to constitute a nuisances nor to violate any public law, ordinance or regulation from time to time applicable thereto. The land and improvements shall not be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes, liquids, noises or other such materials or conditions. No owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor plant diseases or noxious insets or other pests. No lighting or illumination of any type shall be placed upon any Lot in such a manner as to cause unreasonable glare or illumination on any other Lot or public streets.

(c) Landscaping/Exterior Maintenance. Each Lot shall be landscaped in a manner that does not diminish the appearance of the addition.

(d) Trash. No Lot conveyed by the Dedicator shall be used for the dumping or storage of rubbish, trash, rubble, surplus soil or rocks, etc.

(e) Drilling. 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 similar structure shall be erected, maintained or permitted upon any Lot.

(f) Temporary Structures. No outbuilding, shop, trailer, or residence of a temporary character shall be permitted. No building material of any kind or character shall be stored upon any Lot until the owner is ready to commence improvement.

(g) Trailers, Campers, Boats, etc. No trailer, camper, boat, or other vehicle may be regularly parked, stored or maintained in the front or side yard of any Lot, so as to be visible from any street. In addition no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property or any street.

(h) Completion. All houses and structures shall be completed within eight (8) months, once construction is started. No structure shall be occupied unless, and until, the premises are connected in a proper way with a sewage system approved by Denton County, TX.

(i) Water/Sewage. Water shall be provided by each owner drilling a water well in compliance with State and County regulations.

Section 7. Easements Reserved. No Building or other permanent structure shall be erected or maintained within the areas designed on the Plat as utility and drainage easements. Dedicator reserved a perpetual easement in, on and under the Lots of the width and extent as shown on the Plat, for the mutual use and accommodation of all public utilities desiring to use the same. Any public utility shall have the right to remove and keep all, or any part of, any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any easement, and any public utility shall have at all times, the right of ingress and egress to, from and upon such easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its respective system without the necessity at any time of procuring the permission of anyone. Dedicator shall not be liable to any party for any damages, losses, costs or expenses resulting from any action or failure to act of any utility. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow, obstruct or retard the flow of water by the owner of the Lot, except for those improvements for which one or more public authorities or utilities are reasonable.

Section 8. Duration. These covenants and restrictions shall continue in force until January, 2025, and thereafter for successive ten year periods unless on or after January 1, 2025, the owners of legal title of more than fifty percent (50%) of the Lots shown on the Plat shall release all or any of such Lots from one or more of these covenants and restrictions by executing, acknowledging and filing for record an instrument to that effect in the office of the Denton County Clerk..

Section 9. Right to Enforce. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming unto them, and all such parties shall be taken to hold title subject to, and to agree and covenant with each other to observe all of these

covenants and restrictions. In addition to an ordinary legal action for damages, the owner of a Lot shall be the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to otherwise enforce, the observance of these covenants and restrictions. No failure to delay in enforcing these covenants and restrictions shall be deemed to be a waiver of any violations thereof.

Section 10. General.

(a) Notwithstanding any other provision hereof, Dedicator reserves the right (upon application and request of the owner any Lot) to waive, vary, or amend (by an appropriate letter to that effect addressed and delivered to such applicant/owner by Dedicator) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of the Dedicator, such action is necessary to relieve hardship or permit good architectural planning to be affected as long as such waiver, variance or amendment does not conflict with the City of Sanger or Denton County, Texas..

(a) No additional covenants and restrictions imposed by Dedicator in any contract or deed in respect to any Lot shall modify or vary the general development plan as herein set out.

(b) The invalidation by any court of any reservation covenant and restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction.

(c) The provisions hereof are hereby made a part of each contract and deed in respect of any Lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

(d) Dedicator's interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.

(e) Dedicator may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Dedicator.

(f) Dedicator may assign to any person, organization or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Dedicator and any such assignee shall have the same right to so assign.

(g) At such time Dedicator no longer owns any property described in the Plat, then all rights, duties or obligations of Dedicator under these Reservations, Restrictions and Covenants shall terminate and cease to exist for all purpose, notwithstanding that the architectural control committee shall maintain the rights given hereunder and Dedicator may remain one this committee until he resigns.

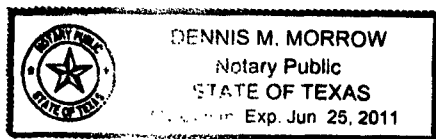
Dated this 17th day of September, 2007.

Carl Sadau
Carl Sadau, Dedicator

STATE OF TEXAS)

COUNTY OF DENTON)

This instrument was acknowledged before me on September 17, 2007, by Carl Sadau.



Dennis M. Morrow
Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Dennis M. Morrow
P.O. Box 446
Weatherford, Texas 76086