

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

STATE OF TEXAS

COUNTY OF CORYELL

RECITALS

WHEREAS, LPI Partnership, hereinafter called the Declarant, is the owner of all of that certain real property located in Coryell County, Texas, described as follows: Being 11.48 acres of the Edward Norton Survey, Abstract Number 782 in Coryell County, Texas, and being part of a 158.328 acre tract of land described in a deed from Jasper H. Arnold, III to Coryell Stoneridge Partners, L.C., dated April 27, 1995, recorded as Document No. 86154 of the Official Public Records of Coryell County, Texas, consisting of Block A composed of 9 lots, Block B composed of 11 lots, Block C composed of 12 lots, Block D composed of 11 lots, together with streets named Greenlawn Drive, Churchill Drive, Winston Lane, and Woods Drive; and

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 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 I**DEFINITIONS****Owner**

- 1.01. "Owner" shall 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 interests merely as security for the performance of an obligation.

Properties

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

Lots

- 1.03. "Lot" shall refer to that portion of any of the plots of land shown upon the plat in the subdivision map recorded under Clerk's File No. 86154 of the Official Public Records of Coryell County, Texas, on which there is or will be built a single-family dwelling. The term "lot" shall not include reserve area shown on the said map or plat.

Declarant

- 1.04. "Declarant" shall refer to LPI Partnership, its successors and assigns, if such successors or assigns shall acquire more than one (1) undeveloped Lot from Declarant for the purpose of development.

ARTICLE II

USE RESTRICTIONS

Type of Buildings Permitted

- 2.01. Block A, Lots 1-9, Block B, Lots 1-11, Block C, Lots 1-12, and Block D, Lots 1-11 shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) vehicles.

Minimum Floor Area and Exterior Walls

- 2.02. Any single-story residence constructed on said lots must have a ground-floor area of not less than 863 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 863 square feet of ground-floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than 50% masonry construction.

Setbacks

- 2.03. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Plat to exclude Lots 9,10,11 Block D and Lots 10 & 11 Block C; whose building setback according to grandfathered (prior to annexation) building setback shall be 15'. The building side setback for all corner lots shall be 15'. No side yards at the front building setback lines shall be less than 5'. 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 (2) or more lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of paragraph 2.02, these building setback provisions shall be applied to such resultant building site as if it were one original, platted lot.

Resubdivision or Consolidation

- 2.04. None of said lots shall be resubdivided in any fashion except that any person owning two (2) or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of constructing improvements as permitted in paragraph 2.02 and 2.03 hereof 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 25'.

Easements

- 2.05. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and in Paragraph 2.13 of this document. 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

- 2.06. 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

- 2.07. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No television or other antenna shall extend more than five feet (5') above the highest elevation of a residence. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any lot. No modular, manufactured, prefabricated or mobile home, whether or not wheels have been removed, may be placed or maintained on any lot.

Signs

- 2.08. No signs of any character shall be allowed on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent; provided, however, that Declarant or 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.

Oil Development and Mining Prohibited

- 2.09. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot. No derrick or other structure designed for use and boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot.

Rubbish, Trash and Garbage

- 2.10. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other wastes 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.

Sewage Disposal

- 2.11. No individual sewage-disposal system shall be permitted on any lot and the lots shall be connected to the sewage-disposal system of the City of Gatesville, Texas.

Water Supply

- 2.12. No individual water supply system shall be permitted on any lot and the water supply for each lot shall be from the City of Gatesville, Texas.

Utility Easements

- 2.13. Utility easements are reserved as follows: five feet (5') along the common boundary line of Block A, Lots 7 and 8. Within these utility easements, no structure, planting or other materials shall be placed on or permitted to remain and no other activity shall be permitted to be undertaken that may damage or interfere with the use of these areas for utility purposes.

Site Distance at Intersections

- 2.14. No fence, wall, hedge, or shrub planting that obstructs site lines at elevations between 2' and 6' above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines in a line connecting them at points 25' from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property

lines extended. The same site-line limitations shall apply on any lot within 10' from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the site-line requirements set forth above.

Animals

- 2.15. No animals, livestock, poultry, exotic or dangerous pets of any type, (ie pitbulls, boa constrictors, ferrets, etc.) 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. All animals shall be kept in strict accordance with all local laws.

Fences, Walls, Hedge and Utility Meters

- 2.16. No fence, wall, hedge, or utility meters 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 of such lot, except for decorative subdivision entry fences.

Trucks, Buses and Trailers

- 2.17. No trailer, motor home, tent, boat, marine craft, hovercraft, aircraft, recreational vehicle, motor home, camper body, travel trailer, truck larger than a three quarter (3/4) ton pick-up (except those used by a builder during the construction of improvements), or wrecked, junked, or inoperable vehicle shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and streets. No stripped down, wrecked, junked, or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored, or maintained on any Lot. No dismantling or assembling of a motor vehicle, boat trailer, any truck or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ARC shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by the ARC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph. No vehicles, trailers, implements, or apparatus may be driven or parked on any easement. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot. No vehicles of any description may be parked overnight on any street within the Subdivision. No vehicle of any size which transports inflammatory, explosive, or poisonous cargo may be kept in the Subdivision at any time.

Prohibited Activities

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

Conversion of Carports

- 2.19. In the event that a home is constructed to incorporate a carport in its design and such carport is visible from the street, such carport shall include columns constructed of the same brick as used in the construction of the home. In the event that a home is constructed to include a garage and thereafter the garage is converted into a part of the living area of the home and a carport is the constructed, such carport shall include columns constructed of the same brick used in the construction of the home and the roof of such add-on carport shall be of the same materials as the roof on the home and shall incorporate a gable design rather than a flat roof.

ARTICLE III

EASEMENTS

Reservation of Easements

- 3.01. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded under the Official Public Records of Coryell County, Texas, as Document No. 86154, and in Paragraph 2.13 of these Covenants, Conditions, and Restrictions. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be 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

- 3.02. An underground electric distribution system will be installed to serve all lots in the subdivision, excluding Block A, Lots 1-9. 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 Electric 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 shall make the necessary connection at the property line and

at the meter. Each owner shall also install, furnish, own, and maintain at his 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.

ARTICLE IV

GENERAL PROVISIONS

Enforcement

- 4.01. The Declarant, or any owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of the 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

- 4.02. Invalidation of any one of these covenants or restrictions by a 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

- 4.03. 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 any instrument signed by not less than 90% of the lot owners and thereafter by an instrument signed by not less than 75% of the lot owners. No amendment shall be effective until recorded in the Deed Records of Coryell County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by the said Declarant, this 28 day of June, 2001.

LPI PARTNERSHIP

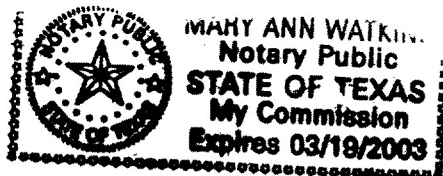
BY: J.C. WALL CONSTRUCTION, INC.

Jesse C. Wall
JESSE C. WALL - PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF CORYELL

This instrument was acknowledged before me on the 28 day of June, 2001, by **J.C. WALL CONSTRUCTION, INC.** represented by **JESSE C. WALL - PRESIDENT.**



Mary Ann Watkins
Notary Public, State of Texas

Filed For Record
AT 3:40 O'CLOCK PM
JUN 28 2001

Barbara Simpson
County Clerk, Coryell Co., Texas

STATE OF TEXAS
COUNTY OF CORYELL

I, Barbara Simpson, County Clerk in and for Coryell County, Texas do hereby certify that this instrument was filed for record in the volume and page of the Coryell County Public Records and at the time and date as stamped hereon by me.



BARBARA SIMPSON, CLERK
CORYELL COUNTY, TEXAS

Barbara Simpson

141942