Authentisign ID: E35CDF33-BADE-F111-91F2-0022482B51B6

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OLD SPANISH TRAIL ESTATES SUBDIVISION
ALTO, TEXAS
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

These Covenants, Conditions, and Restrictions apply to all residents – owners and tenants - of Old Spanish Trail Estates.

I.

No structure shall be placed or permitted to remain on any lot* of the said Property other than a mobile home of at least seven hundred eighty (780 sq. ft.) square feet or a house of at least twelve hundred (1,200 sq. ft.) square feet, of which the mobile home must not be more than six (6) years old at the time it is placed on any lot*. *Except lots numbered 1,2,29,30,31,32.

II.

Construction of any front and rear decks for the mobile home, which meets the size requirements contained above, must be completed within one (1) year of the Owner placing the mobile home onto the lot. Any deck placed on the property must be made with treated material and constructed in a good and workmanlike manner.

III.

Any mobile home placed on a lot must have manufactured skirting permanently attached to it within three (3) months of placing the mobile home onto the lot. Further, tongue of mobile home must be removed.

IV.

No house or mobile home shall be located on any lot closer than forty (40') feet to the utility easement in the front of the lot. Further, all homes must be positioned in the center of each lot facing the subdivision road.

V.

All driveways must be constructed of concrete, asphalt, or rock within three (3) months of placing the mobile home on the lot.

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VI.

All lots* conveyed or leased in this subdivision shall be used only for single family residential purposes. Single family use consists of use as a dwelling by two or more natural persons, who are related by marriage or kinship or by not more than two natural persons, who are not related by marriage or kinship. *Except lots numbered 1,2,29,30,31,32.

VII.

Only one dwelling is allowed per lot. No further subdivision of any lot is permitted.

VIII.

No trailers, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures shall be used on any lot as a residence.

IX.

No junk automobiles, those not in running condition or not currently licensed and inspected, may be kept on any tract. Further, no parts from any vehicles shall be left in the front yard of any lot.

X.

No privies or outside toilet facilities shall be constructed or maintained on any tract.

XI.

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. There shall be no burning or incineration of trash or garbage on the premises. The burning of leaves, wood, brush, and other debris is permitted in a confined area in the rear yard. All trash shall be kept in covered trash (sanitary) containers. All lots shall be kept free of trash, debris, and clutter at all times.

XII.

No professional business, or commercial activity to which the general public is invited, shall be conducted on any lot*. *Except lots numbered 1,2,29,30,31,32.

XIII.

No noxious or offensive activity shall be conducted on any tract that may be or may become an annoyance or nuisance to the neighborhood. No loud music. No discharging

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(shooting) of firearms of any kind is permitted. No 4-wheelers or other off-road vehicles are permitted.

XIV.

No chicken houses shall be placed upon any tract.

XV.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the map. No utility company, water district, political subdivision, or other authorized entity using any of these easements shall be liable for any damages done by them or their assigns, agents, employees, or servants, to shrubbery, flowers, or to other property of the owner situated in the easement.

XVI.

No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot.

XVII.

No individual water supply system shall be permitted on any lot. All residences shall have a septic system approved and licensed by the appropriate authorities.

XVIII.

No cows, livestock, pigs, or poultry of any kind shall be raised, bred, or kept on any lot*. No more that three (3) pets may be kept on each lot, which may consist of one or more dogs, cats, or other household pets, provided they are not kept, bred, or maintained for any commercial purpose. **NO VICIOUS DOGS ARE ALLOWED. NO PIT BULLS, ROTTWEILLERS, DOBERMANS, or GERMAN SHEPHERDS**. No lot owner shall allow his or her pet to become a nuisance through sight, smell, destruction of property, or otherwise. All pets on the lot must be kept inside a fenced kennel or professionally constructed fencing. There shall not be any barbed wire or electric wire used to restrain any pets. *Exception: Animals to be shown by children in 4-H or FFA projects may be kept until show time, after which the animal(s) may not be returned to the property. Horses are permissible at the ratio of one (1) horse per every one (1) acre of land and shall be kept behind the residence in appropriate fencing.

XIX.

No vehicles are to be parked on the street or right of way at any time.

Authentisign ID: E35CDF33-BADE-F111-91F2-0022482B51B6

ARS

XX.

The owners or occupants of all lots, tracts, or parcels shall at all times keep weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

XXI.

All satellite dishes, vegetables gardens, clothes lines, and sewer treatment plants (excluding sprinkler heads) must be behind front residence line.

XXII.

All boats, recreation vehicles, travel trailers, horse trailers, etc. must be kept behind front residence line, preferably covered or under storage when not in use.

XIII.

Broken windows must be replaced as proper maintenance.

XXIV.

Any outbuilding constructed shall be completed in nine (9) months from start date, and shall be trimmed and painted to match the home.

XXV.

The exterior of all homes and outbuildings must be kept painted, maintained, and repaired as needed.

XXVI.

The developer or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

XXVII.

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 affect.

XXVIII.

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These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, the Covenants, Conditions, and Restrictions shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each lot, and each lot owner or tenant.

XXVIX.

The covenants, conditions, and restrictions of this declaration shall be effective for a term of thirty (30) years from the date this declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of thirty (30) years subject to termination by an instrument signed by more that sixty (60%) percent of the owners. The covenants, conditions, and restrictions of this declaration may be amended by an instrument signed by more than seventy-five (75%) percent of the owners. Neither any amendment not any termination shall be effective until recorded in the real property records of Cherokee County, Texas, and all requisite governmental approvals, if any, have been obtained.

XXX.

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

TENANT DECLARATION

As Tenant(s) of property in Old Spanish Trail Subdivision, I (we) agree to abide by the Covenants, Conditions, and Restrictions as stated herein.

Date_____

_____ _____

Tenant Tenant