

COUNTY CLERK'S MEMO
 PORTIONS OF THIS
 DOCUMENT NOT
 REPRODUCIBLE
 WHEN RECORDED

145281

RESTRICTION TO CEDAR RIDGE
ESTATES SUB-DIVISION

2555

THE STATE OF TEXAS:
 COUNTY OF CORYELL:

KNOW ALL MEN BY THESE PRESENTS:

THAT Garnet S. Grant and wife, Nancy D. Grant and Gordon Smith and wife, Connie Smith being the owners of all lots and blocks in Cedar Ridge Estates Sub-division a part of the Thomas Scott, J. W. Jones and R. B. Irvine Surveys in Coryell County, Texas, as shown by plat and dedication of record in Volume 2 Page 50 of the Plat Records, Coryell County, Texas, for it and their benefit and interest of the neighborhood where said properties are located, do hereby improve the following Restrictions on all residential lots in said sub-division:

I.

All lots in said subdivision shall be known and described as residential lots.

II.

No building shall be erected, altered, or permitted to remain on any residential lot in Blocks Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) other than one detached single family dwelling not to exceed two and one-half stories in height with private garage for not more than three car and other necessary out-houses typical for one family use. Servants quarters will be allowed with the utilization of the same quality and type of construction as the main residential dwelling lots in Block One (1) shall not be covered in any of these stipulations and in no manner shall these be construed as restricted lots.

III.

No building shall be located on any lot nearer than (35) feet to the front line of said lot nor nearer than (20) feet to any side street line, with the exception of those lots in Block Eight (8) on which no building shall be located on any lot nearer than (40) feet to the front line of said lot nor nearer than (20) feet to any side street line. No building except a detached garage or other out-building located (70) feet or more from the front line shall be located nearer than (5) feet to any side lot line.

IV.

No ready constructed structures of any nature will be permitted to be moved or placed on any lot in said sub-division and no trailer, trailerhouse, camper, basement, tent, shack, garage or other out-building erected on any lot shall at any time be used as a residence, temporarily or permanently nor shall any structure of temporary character be used as a residence.

V.

The ground floor area of the main structure, exclusive of one story open porches and garages, in all lots within the sub-division shall be not less than 1600 square feet in the case of one story structure, nor less than 1000 square feet in the case of one and one-half, two and two and one-half story structures.

VI.

Easements are reserved as shown on the recorded plat for utility, installation and maintenance. In addition a (15) foot utility easement is reserved parallel to all streets on all lots adjacent thereto.

VII.

The construction and operation of all septic tanks, toilets and drainage facilities shall meet the minimum standards of the Federal Housing Authorities for (4) persons and two (2) bathrooms.

VIII.

All houses in said sub-division shall have not less than 75% masonry over exterior walls or shall be of redwood or cedar construction or any combination of masonry and redwood or cedar.

IX.

No sign of any kind shall be displayed to public view on any lot except one sign of not more than (5) square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

X.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any lot except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

XI.

All electrical and telephone wiring shall be of burial type on all lots within the sub-division.

XII.

No fence, wall, hedge, or scrub planting, except existing foliage, which obstructs sight lines at elevations between (2) and (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points (25) feet 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 sight line limitations shall apply on any lot within (10) feet from the intersection of street property line with the edge of a driveway or alley pavement.

XIII.

No garage shall be so constructed to front on the same street as the residential house fronts on. There shall be no restrictions as to drive-through carports.

XIV.

Any out-buildings erected on any of the lots of the subdivision shall utilize the same quality and type of construction as the main residential dwelling.

XV.

Any butane tanks or similar tanks used for fuel or energy shall be buried or enclosed with a suitable structure of the same type and quality as the residential dwelling.

XVI.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.


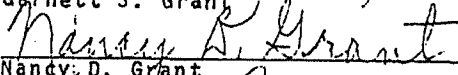

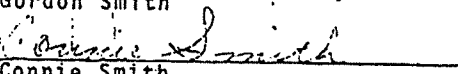
XVII.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

XVIII.

Invalidation of any one of these covenants by judgment or Court Order shall in no wise effect any of the other provisions WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

EXECUTED THIS 11th day of May, A.D. 1973.


 Garnett S. Grant

 Nancy D. Grant

 Gordon Smith

 Connie Smith

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

Filed For Record
AT 4 O'CLOCK PM

NOV 13 2001

Barbara Simpson *BMS*
County Clerk, Coryell Co., Texas

145281

51

RESTRICTIONS TO CEDAR RIDGE, FIRST EXTENSION

THE STATE OF TEXAS

30073

COUNTY OF CORYELL

KNOW ALL MEN BY THESE PRESENTS:

THAT Gordon L. Smith and wife, Constance Smith; Jerry B. Donaldson and wife, Carolyn Donaldson; Hugh W. Davis and wife, Jimmie L. Davis; Bill Burdett and wife, Sue Burdett; Allan Davidson and wife, Gloria Davidson; J. C. Tennison and wife, Shirley F. Tennison; Ray Simpson and wife, Barbara Simpson; and Gary Carothers and wife, Susan Carothers, being the owners of all lots and blocks in CEDAR RIDGE, FIRST EXTENSION, a Subdivision of a part of the J. W. Jones Survey in Coryell County, Texas as shown by plat and dedication of record in Vol. 3, Page 7, Plat Records of Coryell County, Texas, for it and their benefit and interest of the neighborhood where said properties are located, do hereby impose the following restrictions on all residential lots in said subdivision:

I.

All lots in said subdivision shall be known and described as residential lots.

II.

No building shall be erected, altered, or permitted to remain on any residential lot in Blocks One (1), Two (2) and Three (3) other than one detached single family dwelling not to exceed two and one-half stories in height with private garage for not more than three cars and other necessary outhouses typical for one family use. Servant quarters will be allowed with the utilization of the same quality and type of construction as the main residential dwelling.

III.

No building shall be located on any lot nearer than 35 feet to the front line of said lot nor nearer than 20 feet to any side street line. No building except a detached garage or other out building located 70 feet or more from the front line shall be located nearer than 5 feet to any side lot line.

IV.

No ready constructed structures of any nature will be permitted to be moved or placed on any lot in said subdivision and no trailer, trailer house, camper, basement, tent, shack, garage or other out-building erected on any lot shall at anytime be used as a residence, temporarily or permanently nor shall any structure of temporary character be used as a residence.

V.

The ground floor area of the main structure, exclusive of one story open porches and garages, in all lots within the subdivision shall be not less than 1600 square feet in the case of one story structure, nor less than 1000 square feet in the case of one and one-half, two and two and one-half story structures.

VI.

Easements are reserved as shown on the recorded plat for utility, installation and maintenance. In addition a 15 foot utility easement is reserved parallel to all streets on all lots adjacent thereto.

VII.

The construction and operation of all septic tanks, toilets and drainage facilities shall meet the minimum standards of the Federal Housing Authority for 4 persons and 2 bathrooms.

VIII.

All houses in said subdivision shall have not less than 75% masonry over exterior walls or shall be of redwood or cedar construction or any combination of masonry and redwood or cedar.

IX.

No sign of any kind shall be displayed to public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

X.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

XI.

All electrical and telephone wiring shall be of burial type on all lots within the subdivision.

XII.

No fence, wall, hedge, or shrub planting, except existing foliage, which obstructs sight lines at elevations between two and five feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points 25 feet 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 sight line limitations shall apply on any lot within 10 feet from the intersection of street property line with the edge of a driveway or alley pavement.

XIII.

No garage shall be so constructed to front on the same street as the residential house fronts on. There shall be no restrictions as to drive-through carports.

XIV.

Any out-buildings erected on any of the lots of the subdivision shall utilize the same quality and type of construction as the main residential dwelling.

XV.

Any butane tanks or similar tanks used for fuel or energy shall be buried or enclosed with a suitable structure of the same type and quality as the residential dwelling.

XVI.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a

period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

XVII.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

XVIII.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

EXECUTED this 17th day of May, 1978.

<i>J. C. Tennison</i> J. C. Tennison	<i>Gordon L. Smith</i> Gordon L. Smith
<i>Shirley F. Tennison</i> Shirley F. Tennison	<i>Constance Smith</i> Constance Smith
<i>Ray Simpson</i> Ray Simpson	<i>Jerry B. Donaldson</i> Jerry B. Donaldson
<i>Barbara Simpson</i> Barbara Simpson	<i>Carolyn Donaldson</i> Carolyn Donaldson
<i>Gary Carothers</i> Gary Carothers	<i>Hugh W. Davis</i> Hugh W. Davis
<i>Susan Carothers</i> Susan Carothers	<i>Jimmie L. Davis</i> Jimmie L. Davis
	<i>Bill Burdett</i> Bill Burdett
	<i>Sue Burdett</i> Sue Burdett
	<i>Allan Davidson</i> Allan Davidson
	<i>Gloria Davidson</i> Gloria Davidson

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, } BEFORE ME, the undersigned authority,
 COUNTY OF CORYELL }
 in and for said County, Texas, on this day personally appeared
 Jerry B. Donaldson and wife, Carolyn Donaldson, and Gordon L. Smith
 and wife, Constance Smith
 known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that
 they executed the same for the purposes and consideration therein expressed.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of May, A.D. 1978
 (L.S.) Notary Public, *Norma Bunningsfield* Coryell County, Texas
 My Commission Expires June 1, 19.....

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, } BEFORE ME, the undersigned authority,
 COUNTY OF CORYELL }
 in and for said County, Texas, on this day personally appeared
 J. C. Tennison and wife, Shirley F. Tennison
 known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that
 they executed the same for the purposes and consideration therein expressed.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of May, A.D. 1978
 (L.S.) Notary Public, *Norma Bunningsfield* Coryell County, Texas
 My Commission Expires June 1, 19.....

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, } BEFORE ME, the undersigned authority,
 COUNTY OF CORYELL }
 in and for said County, Texas, on this day personally appeared
 Ray Simpson and wife, Barbara Simpson
 known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that
 they executed the same for the purposes and consideration therein expressed.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of May, A.D. 1978
 (L.S.) Notary Public, *Norma Bunningsfield* Coryell County, Texas
 My Commission Expires June 1, 19.....

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, } BEFORE ME, the undersigned authority,
 COUNTY OF CORYELL }
 in and for said County, Texas, on this day personally appeared
 Gary Carothers and wife, Susan Carothers
 known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that
 they executed the same for the purposes and consideration therein expressed.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of May, A.D. 1978
 (L.S.) Notary Public, *Norma Bunningsfield* Coryell County, Texas
 My Commission Expires June 1, 19.....

SINGLE ACKNOWLEDGMENT

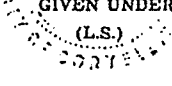
THE STATE OF TEXAS,
COUNTY OF CORYELL

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared
Hugh W. Davis and wife Jimmie L. Davis

known to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of May A.D. 1978



(L.S.)
Notary Public, Coryell County, Texas
My Commission Expires June 1, 19.....

SINGLE ACKNOWLEDGMENT

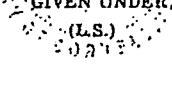
THE STATE OF TEXAS,
COUNTY OF CORYELL

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared
Bill Burdett and wife, Sue Burdett

known to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of May A.D. 1978



(L.S.)
Notary Public, Coryell County, Texas
My Commission Expires June 1, 19.....

SINGLE ACKNOWLEDGMENT

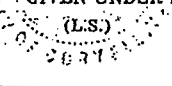
THE STATE OF TEXAS,
COUNTY OF CORYELL

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared
Allan Davidson and wife, Gloria Davidson

known to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of May A.D. 1978



(L.S.)
Notary Public, Coryell County, Texas
My Commission Expires June 1, 19.....

FILED FOR RECORD January 20, 1981 at 2:30 O'CLOCK P M
RECORDED January 21, 1981 at 12:25 O'CLOCK P M
TRIBBLE SHEPHERD
County Clerk, Coryell County, Texas

By: Ella Hollingsworth Deputy
(Ella Hollingsworth)

Pha
Unrecorded

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CORYELL

Garnett Grant and wife, Nancy Grant, being the owners of the hereinafter described property: Being 31.667 acres out of the R.B. Irvine Survey and the John Jones Survey, Coryell County, Texas and being more fully described in EXHIBIT "A" attached hereto and incorporated herein for all purposes; have and do hereby mutually covenant, conclude and agree as follows:

No building shall be erected, altered, placed or permitted to remain on any individual tract out of the herein described property, other than one single family residence, other than detached garages, work shops and barns which may be constructed on said property so long as they are of new construction, kept in good repair, and are not used for residential purposes. All single family residences must have at least 1200 square feet of living area, excluding garage and storage areas.

No building of any kind shall be located on any tract nearer than 35 feet from front and 20 feet from any side or back tract line. No prefabricated structure or manufactured housing shall be constructed on or placed on any lot as the primary residence located on said lot.

No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

No signs of any character shall be allowed on any Lot or Tract; except, one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Owner and 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.

No tract shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be located to the back of a tract and shall be kept in a clean and sanitary condition.

In the event any livestock are kept on Subject Property, not more than one head of livestock per acre or subsequent fraction of an acre shall be kept on any tract purchased (i.e. 2.4 acres could have 3 head of livestock) and any tract containing livestock must be fenced; provided, however, that no hogs or pigs may be kept on the premises. No poultry shall be kept or raised on Subject Property. Sheep and Goats may be kept for weed and brush

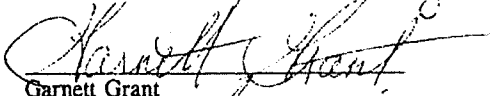
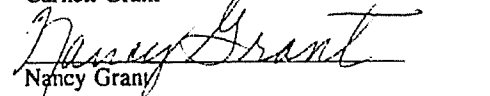
removal and control at a stocking rate of 4 per acre. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; in this regard no more than four adult dogs or cats shall be allowed to be kept on any lot. This provision shall not prevent any individual owning dogs or cats from raising the offspring of animals allowed by this provision provided such offspring are removed from such lot within a reasonable time after weaning. Fences shall be constructed of all new materials and shall be kept in good repair.

No inoperable vehicles or machinery, or vehicles or machinery on blocks shall be left on any tract for more than 30 consecutive days.

No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

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 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 by an instrument signed by the majority of the owners of the lots in the Subject Property. No amendment shall be effective until recorded in the Deed Records of Coryell County, Texas.

Executed this 29 day of August, 1995.

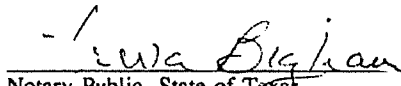

Garnett Grant

Nancy Grant

STATE OF TEXAS

COUNTY OF CORYELL

This instrument was acknowledged before me on the 29 day of August, 1995, by Garnett Grant and wife, Nancy Grant.




Notary Public, State of Texas



SHOCKLEY ENGINEERING & SURVEYING

OFFICE: 200 S. Rice Ave., Hamilton, Texas 70531
RES.: Lamkin Route 1, Gustine, Texas 76455
Office Ph. 817-386-8560 Res. Ph. 817-386-8707

HAROLD J. SHOCKLEY
Civil Engineer PE 28198
Prof. Land Surveyor 2288

FIELD NOTES

THE STATE OF TEXAS

COUNTY OF COYRELL

All that certain tract, or parcel of land situated in Coyrell County, Texas and being 31.667 acres of land with 22,737 acres being out of the R. B. Irvine Survey, A-546 and 8,930 acres out of the John Jones Survey, A-1537 and being a part of that 298.6 acre tract described in Deed to Garnett Grant and wife, Nancy Grant, as recorded in Volume 293, page 242 of the Coyrell County Deed Records, said 31.667 acre tract described by notes and bounds as follows:

BEGINNING at a steel pin set at the base of a 6 inch cedar corner post being in the North line of the said Irvine Survey, the NNC of the said 298.6 acre tract and the NNC of this;

THENCE S70-04-05E along a crooked and overgrown wire fence being generally common with the Irvine North line, at 693.12 feet a steel pin set, an interior corner of this;

THENCE S71-15-40E continuing along the occupied North line of said Irvine Survey, at 360 feet passing a 24 inch Post Oak Tree, at 571.94 feet a steel pin set at the base of a corner post, the occupied NEC of the said Irvine Survey and an interior corner of this;

THENCE N19-00E along a wire fence being generally common with the John Jones Survey West line, at 388.9 feet a steel pin set at the base a 10 inch cedar post, the Northly most NNC of this;

THENCE along a wire fence ascending a hill as follows:
N66-44-25E, 68.6 feet, a steel pin found,
N58-39-10E, 10.0 feet a steel pin set, the of this;

THENCE S60-58-50E, 148.72 feet to a steel pin found being the SWC of a 0.50 acre tract described in Deed to McCaw Communications per Volume 486, Page 15, said pin an interior corner of this;

THENCE along the West line of a 1.326 acre tract described in Deed to Donald Chandler per Volume , Page of the said Deed Records as follows:

S28-56-42E, 94.86 feet a steel pin found,
S44-30-00E, 148.61 feet a steel pin found;

THENCE generally along a wire fence with steel pins at the corners as follows:

S44-30-00E, 13.3 feet;
S18-51-05E, 73.3 feet;
S04-33-50E, 14.65 feet;
S04-33-50E, 134.7 feet;
S04-33-50E, 66.25 feet;
S16-08-20E, 47.61 feet;
S16-08-20E, 55.09 feet;
S22-43-28E, 81.45 feet a steel pin found in the West line of Cedar Ridge Road, said pin a NEC of this;

THENCE along said road as follows: S77-59-34W, 580.0 feet to the P.C. of a curve.

THENCE along the arc of the circular curve to the left with curve data as follows: R= 700.0 feet, L= 431.5 feet and the Long Chord=S56-34W, 424.9 feet, a steel pin set in the South line intersection of a 50 foot Access Easement per Instrument No. 87587, said Coryell County Deed Records, said pin the SEC of this;

THENCE along the South line of said 50 foot Access Easement as follows:

- N65-25W, 75.0 feet;
- N73-17W, 213.0 feet;
- N71-12-55W, 89.0 feet;
- N46-02-05W, 231.0 feet;
- N44-49-20W, 208.97 feet;

THENCE S21-22-35W, 100.0 feet to a steel pin found, an exterior corner of this;

THENCE N71-16W, 434.56 feet to a steel pin found, the SWC of this;

THENCE R19-00E along an old wire fence at 789.24 feet the point of Beginning and containing 31.667 acres of land.

Surveyed: March 10, 1995 Rodman: Jonathan Shockley

For: Garnett Grant

I, Harold J. Shockley, Registered Professional Land Surveyor of the State of Texas, hereby certify that the foregoing survey was made by me, on this date, on the ground, and that the corners are marked as indicated on the plat attached hereto.

Harold J. Shockley
 Harold J. Shockley
 Registered Prof. Land Surveyor
 No. 2286 of Texas



Filed For Record
 AT 8 O'CLOCK A.M.
 8-30
 AUG 30 1995

Barbara Simpson
 County Clerk, Coryell Co., Texas

THE 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



89681

183190

**RESTRICTIONS TO CEDAR RIDGE ESTATES, EXTENSION III
SUBDIVISION**

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CORYELL:

THAT Garnett S. Grant and wife, Nancy D. Grant being the owners of all lots and block in Cedar Ridge Estates, Extension III Subdivision, a part of the Simon Easley Survey, A-1529 and J.W. Jones Survey, A-1537 in Coryell County, Texas, as shown by plat and dedication of record in Volume ___, Page ___ of the Plat Records, Coryell County, Texas, for it and their benefit and interest of the neighborhood where said properties are located, do hereby improve the following Restrictions on all residential lots in said subdivision:

I.

All lots in said subdivision shall be known and described as residential lots.

II.

No building shall be erected, altered, or permitted to remain on any residential lot other than one detached single family dwelling with private garage for not more than three cars and other necessary out-houses such as work shops and barns typical for one family use. All such out-houses may be constructed on said property so long as they are of new construction, kept in good repair, and are not used for residential purposes.

III.

No building shall be located on any lot nearer than thirty-five (35) feet to the front line of said lot nor nearer than fifteen (15) feet to any side street line. No building except a detached garage or other out-building located seventy (70) feet or more from the front line shall be located nearer than ten (10) feet to any side lot line.

IV.

No ready constructed structures or manufactured housing of any nature will be permitted to be moved or placed on any lot in said subdivision and no trailer, camper, basement, tent, shack, garage or other out-building erected on any lot shall at any time be used as a residence, temporarily or permanently nor shall any structure of temporary character be used as a residence.

V.

All single family residences must have a least 1,600 square feet of living area, excluding garage and storage areas.

VI.

No signs of any character shall be allowed on any Lot or Tract; except, one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Owner and 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.

VII.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any lot except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or

maintained for commercial purposes.

VIII.

All electrical and telephone wiring shall be of burial type on all lots within the subdivision.

IX.

No fence, wall, hedge, or shrub planting, except existing foliage, which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet 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 sight line limitations shall apply on any lot within ten (10) feet from the intersection of street property line with the edge of a driveway or alley pavement.

X.

No garage shall be so constructed to front on the same street as the residential house fronts on. There shall be no restrictions as to drive-through carports.

XI.

No building or structure upon any lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

XII.

Any butane tanks or similar tanks used for fuel or energy shall be buried or enclosed with a suitable structure of the same type and quality as the residential dwelling.

XIII.

No tract shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be located to the back of a tract and shall be kept in a clean and sanitary condition.

XIV.

Fences shall be constructed of all new materials and shall be kept in good repair. Fences shall be erected no closer to the road than the front of the residence or 75 feet, whichever is closer.

XV.

No inoperable vehicles or machinery, or vehicles or machinery on blocks shall be left on any tract for more than 30 consecutive days.

XVI.

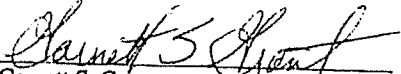
No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.


XVII.

The covenants, conditions, and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Owner of any Lot subject to this Declaration, and their respective legal representative, 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 by an instrument signed by the majority of the owners of the lots in the Subject Property. No amendment shall be effective until recorded in the Deed Records of Coryell County, Texas.

EXECUTED THIS 6 day of June, A.D., 2005.

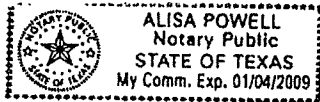

Garnett S. Grant

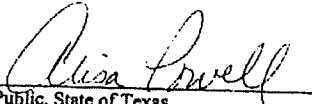

Nancy D. Grant

(Acknowledgment)

STATE OF TEXAS
COUNTY OF Coryell

This instrument was acknowledged before me on the 6 day of June, 2005, by Garnett S. Grant and wife, Nancy D. Grant.




Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

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


Filed For Record
AT 4:30 O'CLOCK PM

JUN 06 2005


County Clerk, Coryell Co., Texas

183190