

PHASE II RESTRICTIONS VOL 1878 PAGE 329
DECLARATION OF COVENANTS, CONDITIONS,
16229 AND RESTRICTIONS.

STATE OF TEXAS S
COUNTY OF SMITH S KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Texas Country Properties, Inc., a Texas Corporation with headquarters in Tyler, Texas, hereinafter called the Declarant, is the owner of all that certain real property located in Smith County, Texas described as follows, to-wit:

All those certain lots, tracts or parcels of land being situated in the William Luce League, Abstract No. A-14 and the Ventura Tejada Survey, Abstract No. 21, County of Smith, State of Texas, being more completely described as follows, to-wit:

Being Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of Block No. 1 and Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block No. 2 of Country Place Phase II, Plat I; according to plat thereof of record in Volume 10, Page 110 of the Plat Records of Smith County, Texas; 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 above 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 mean and 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 in this Subdivision.

Subdivision

1.02. "Subdivision" shall mean and refer to that certain real property hereinbefore described, as well as all road rights-of-way serving said real property, as shown on the above described Plat.

Lot

1.03. "Lot" shall mean and refer to those certain lots, parcels or tracts of land hereinbefore described, or any portion thereof. Each Lot shall be used as a building site for a single home, unless approved for resubdivision as provided in Article V below.

Declarant

1.04. "Declarant" shall mean and refer to Texas Country Properties, Inc., its successors and assigns.

Association

1.05. "Association" shall mean and refer to Country Place Landowners Association, Inc., a non-profit Texas Corporation, owning certain lakes, parks and recreational land and having jurisdiction over the hereinbefore described Lots as shown in the Bylaws of said Landowners Association.

Board

1.06. "Board" shall mean and refer to the Board of Directors of Country Place Landowners Association, Inc.

Committee

1.07. "Committee" shall mean and refer to the Building and Planning Committee, as appointed by the Board of Directors of Country Place Landowners Association, Inc.

ARTICLE II

ARCHITECTURAL CONTROL

Building and Planning Committee

2.01. The Board shall designate and appoint a Building and Planning Committee consisting of not less than three persons. The membership of said Committee shall serve for periods of time to be determined by the Board.

Authority to Adopt Requirements

2.02. The Committee shall prepare and adopt an outline designating the requirements and procedures to be followed by each Owner in order to receive approval to:

- A) build or construct any improvements on any Lot, or to build or construct any improvements on the road right of way adjoining any Lot.
- B) keep any animal or animals in the Subdivision.
- C) cut or remove any trees from any Lot or the road right of way adjoining any Lot.
- D) do any excavation or dirt work on any Lot or road right of way.
- E) do any burning in the Subdivision.
- F) resubdivide any Lot.
- G) conduct any other activity in the Subdivision that in the opinion of the Committee would have an effect on property values in Country Place.

Said outline of requirements and procedures for approval as adopted or amended by the Committee are hereby made a part of this Declaration by this reference. A copy of the said outline and application for approval may be obtained by Owners from the Association Secretary or from a Committee member.

Authority to Approve
or Disapprove Plans

2.03. No residence, garage, outbuilding, fence, wall, driveway, exterior lighting, antenna, utility line, clothesline, garden, pond, swimming pool, tennis court or other improvement shall be commenced or constructed upon any Lot, nor shall any exterior addition to, or change or alteration thereon, be made, nor shall any landscaping of any Lot be undertaken, nor shall any mailbox, culvert or driveway be installed on the road right of way, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee.

Committee Meetings

2.04. The Committee shall meet on a regular basis as shall be provided in the Bylaws of the Association.

Use of Lots

2.05. Any dwelling constructed on any Lot shall be for single family residential purposes and no business may be conducted from any home without the express written consent of the Committee. The Committee may not approve any business, professional or commercial

activity on any Lot to which the public is invited, nor may any business be conducted from any home that would create a nuisance of any kind. No sign identifying any business being operated from any home may be used.

Minimum House Size

2.06. Any residence constructed on any Lot must have a heated and cooled living area of not less than 2,000 square feet, exclusive of open or screened porches, patios, carports, garages, etc. In addition, a garage for a minimum of two cars must be constructed on each Lot at the same time that the residence is constructed. The garage should have a side or rear entry if practical and appropriate for the Lot. All garage doors that are in sight of any roadway must be kept closed at all times when not in use. Any multiple story residence must have not less than 1,400 square feet of heated and cooled living area on the ground floor, unless otherwise approved by the Committee.

Exterior Completion Deadline

2.07. All exterior construction on any Lot must be completed within six months from the start of construction unless an extension of time is granted by the Committee due to the size or complexity of the construction. Exterior construction as used herein includes but is not limited to the complete exterior of all buildings and grounds including paint, stain, lighting, installation and connection to all utilities, driveways, walkways, finish grading and removal of all unused materials, debris and equipment. No residence may be occupied until all of the above requirements have been met.

Temporary Sewage Facilities

2.08. No construction of any kind may start on any Lot until temporary portable sanitary sewage facilities are placed on the Lot in a location approved by the Committee for the use of all construction personnel.

ARTICLE III

EXTERIOR MAINTENANCE AND APPEARANCE

Litter and Junk

3.01. The Owner of each Lot must keep said Lot and the road right of way bordering said Lot in a neat and orderly condition free of litter, junk, debris, rubbish, and scrap at all times. No junk vehicles or vehicles not in running condition, or vehicles not in a state of good repair, or vehicles without current license plates may be parked or kept on any Lot unless said vehicle is kept inside a closed building.

Mowing

3.02. Each Owner shall be responsible for mowing each Lot, including the road right of way bordering said Lot, at least three times annually, once each during the months of May, July and October. On each Lot upon which a residence has been built, the Owner shall mow the Lot at least once each month during the months of May through October. The Owner of any Lot with a fence must mow and trim around said fence at least three times each year, once each during the months of May, July and October.

Garbage Collection

3.03. Starting on the date that construction starts on any Lot, the Owner must contract for the regular removal of all garbage, trash, litter, scrap and building debris from said Lot at least once weekly. All garbage and garbage cans, trash containers and garbage bags shall be kept or placed for collection in an enclosure approved by the Committee. Said enclosure shall be built at the time that construction starts on the Lot and shall be used from that date forward.

3.04. All parts of all trees, stumps, limbs and brush that are uprooted for construction and that are not salvaged and cut up and neatly stacked for firewood must be disposed of or removed from the Subdivision within one week of the date that they are uprooted. All fallen trees or large fallen limbs that are in sight of the road must be cut and stacked for firewood or removed from the Lot within one month.

Mobile Homes, Trucks, etc.

3.05. No mobile home or trailer house shall be permitted in the Subdivision for any reason or purpose. Travel trailers, campers, utility trailers, horse trailers, boats, motor homes, motorcycles, trucks (other than pickup trucks), semi-trailers, equipment, machinery, fuel storage tanks, and building materials not in the process of being installed must be parked or stored at all times inside a building unless another parking or storage location on the Lot is approved in writing by the Committee.

Repair and Repainting

3.06. All improvements on any Lot must be regularly maintained and kept in a state of good repair, including repainting or restaining as needed. No exterior paint or stain color may be changed from the color approved by the Committee at the time of initial construction, without written permission of said Committee.

Remedies for Non-Compliance

3.07. In the event an Owner of any Lot shall fail to perform any of the requirements outlined above in Article III, the Board or the Committee shall have the right, after five days written notice has been delivered to the Owner, through its agents and employees, to enter upon said Lot and to repair, maintain, mow and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner, and the cost or expense thereof shall be and constitute a lien upon said Lot payable by the Owner of said Lot, or his successors or assigns.

Easement and Hold Harmless Clause

3.08. By accepting title to any Lot, the Owner thereby approves and grants an easement to the Board and the Committee and their agents and employees to enter upon said Lot to exercise the conditions of Paragraph 3.07 above. Owner agrees to defend and hold harmless the Board, the Committee and their agents and employees from any and all damages and claims that may arise from their performance of the provisions of Paragraph 3.07.

ARTICLE IV

PROHIBITED USES OF LOTS

Unapproved Dwellings

4.01. No travel trailer, mobile home, tent, basement, garage or other similar structure may be used on any Lot as either a temporary or permanent residence.

Damage to Land and Trees

4.02. No soil, sand, gravel, sod or trees may be removed from any Lot except as approved in writing by the Committee for construction purposes. No strip mining or quarrying of any kind shall be permitted on any Lot.

Antennas of Excessive Heights

4.03. No television, shortwave, citizens band or other antenna may be erected on any Lot that will extend higher in the air than sixty feet above the ground on which the residence is located.

4.04. Overhead utility lines and poles are not permitted to be used in the Subdivision or on any Lot either temporarily or permanently. Temporary service during construction must be installed underground to a point within ten feet of the location that the utility line will enter the dwelling when finished.

Nuisance Lighting

4.05. No exterior lighting may be installed on any Lot that shines into a neighbors home in a way that is a nuisance to the neighbor, or that is excessively bright so that a neighbors privacy is disrupted, or that is installed at an excessive height. Any pole or overhead lighting that is to be installed in an open area in front of a dwelling at a height greater than ten feet must first be approved in writing by the Committee.

Unapproved Animals

4.06. No animal or animals may be kept or placed in the Subdivision or on any Lot until:

- A) an application for said animal is completed by the Owner and submitted to the Committee for consideration.
- B) all requirements of the application form and the Committee are met.
- C) written approval from the Committee stating conditions of approval is received by the Owner.

All dogs that receive permission to be kept in the Subdivision must be confined to the Owners Lot at all times except when on a leash. No dog is allowed to run at large in the Subdivision, nor shall any dog be released from or be allowed to stray from the Owners Lot for any reason or at any time of day.

No vicious or dangerous animal may be brought into or kept in the Subdivision. No animal that could reasonably be expected to be dangerous or harmful in the event of escape from confinement on the Owners Lot may be kept in the Subdivision. No chronic barking dog or excessive barking dog or dog that disturbs the peace and tranquility of the neighborhood may be kept in the Subdivision. No dog, cat or horse shall be permitted to be kept in the Subdivision unless annual proof of rabies vaccination is submitted to the Committee by the Owner. No application to keep a horse or horses in the Subdivision will be considered unless the Owner owns a minimum of two and one half acres. Ownership of 2½ acres or more does not assure that permission will be granted to keep a horse. Numerous factors will be considered and approval will be at the discretion of the Committee. Permission shall not be granted to keep, raise, or breed animals in the Subdivision for commercial purposes or in commercial numbers.

Horses must be properly fed and cared for and kept in a barn or stable for an adequate amount of the time to avoid overgrazing, destruction of the grass and sod on the Lot, and erosion. Horses shall not be allowed in parks, nor shall they be allowed access to lakes. Horses shall not be allowed on surfaced roads serving the Subdivision. Horses may be ridden on the shoulders of roads, provided that such does not cause or contribute to soil erosion or runoff of erosion into lakes and streams.

Erosion of Soil

4.07. No Owner shall allow any activity or construction on his Lot or on the road right of way fronting said Lot which would cause or contribute to erosion resulting in soil runoff into any stream or lake. Each Owner shall implement erosion control procedures as directed by the Committee.

Prohibited Vehicles

4.08. No motorcycle, trailbike or other motorized vehicle shall be allowed on any surfaced road in the Subdivision unless duly licensed to be operated on the public streets and highways of the State of Texas.

No motorized vehicle of any kind⁻³⁶⁻ may be operated on the shoulders or unsurfaced portions of the road right of way. No motorized vehicle of any kind that is excessively noisy, that has noisy mufflers, that disturbs the peace, or that causes or contributes to any erosion problem, may be operated in any location in the Subdivision.

Illegal Activities

4.09. No speeding, driving too fast for conditions, reckless or careless driving or exhibition driving shall be permitted in the Subdivision. Posted speed limits are legal speed limits set by the Commissioners Court of Smith County, Texas. Littering and dumping are illegal and shall not be allowed in the Subdivision. No Owner, family member, guest or any other person may trespass upon any property in the Subdivision without the express permission of the Owner of said property. No illegal activity, no action that endangers any person or property and no activity that disturbs the peace shall be permitted in the Subdivision.

Hunting and Fireworks

4.10. No hunting, discharging of firearms, or discharging of fireworks or explosives shall be permitted in the Subdivision.

Outside Burning

4.11. No outside burning shall be permitted in the Subdivision unless the Lot Owner wishing to do outside burning completes a Burning Permit Application and receives written permission from the Committee to do said burning.

Overnight Parking

4.12. No vehicle, trailer, equipment or machinery shall be parked on or within any road right of way overnight. All such parking shall be off street parking on private land.

Signs

4.13. No signs of any character shall be allowed to be placed or displayed in the Subdivision except as follows:

A) One sign per Lot not to exceed four square feet (576 square inches) in size which shall be allowed only during the period of exterior construction of the Owners residence; said sign identifying the Owner, the contractor and subcontractors constructing the residence. Said sign may be displayed for a period of time not to exceed six months.

B) At the time that all exterior construction is completed and the sign described in "A" above is removed from the Lot, one sign not to exceed two square feet (288 square inches) in size may be placed on the Lot identifying the residents.

C) One "No trespassing" sign per Lot not to exceed one square foot (144 square inches) in size.

D) Signs placed in the Subdivision by the Declarant, the Board, or the Committee.

Prior to placement of any sign on any Lot, the Owner must obtain written permission from the Committee as to appearance, professional quality, color, material and compatibility. No "For Sale", "For Rent or Lease", or any other sign shall be allowed in the Subdivision at any time, except as provided above.

ARTICLE V

RESUBDIVISION OF LOTS

Committee Approval Required

5.01. No Lot or Lots shall be further subdivided or submitted to any governmental body for resubdivision until the Owner has first obtained written approval to resubdivide from the Committee. The Committee shall have the authority to deny permission to further

subdivide, or to require changes in resubdivision plans. In the event of approval by the Committee to further subdivide, the Owner shall, simultaneously with said approval, purchase an additional Association membership for each additional building site created, should said membership be available.

Governmental Approval Required

5.02. Should permission to further subdivide be obtained from the Committee, then the Owner shall be required to obtain any necessary permission or approval from any city, county, or state authority having jurisdiction.

Minimum Size

5.03. No Lot may be resubdivided in any manner that would create a Lot of less than one acre in size, except that small fractions of Lots may be separated to add to space of adjoining Lots, provided that the remaining Lot is at least one acre in size.

ARTICLE VI

GENERAL PROVISIONS

Liability of Owner for Guests and Invitees

6.01. Each Owner shall be responsible to see that his guests and invitees, including his contractor and all subcontractors, are aware of and shall abide by all restrictions herein, and the Owner shall be liable for any violation of these restrictions by his guests or invitees, and for any damage caused by any guests or invitees.

Enforcement

6.02. Any Owner, the Declarant, or the Board on behalf of the Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.03. In the event any Owner of any Lot, his lessee, his guests or any member of his household violates any of the restrictions contained herein, any other Owner, the Declarant, or the Board on behalf of any Owner shall have the right to enforce said restrictions against the Owner in violation, or against any other violator. All reasonable costs and expenses incurred by the party or parties enforcing the restrictions, including legal fees, shall be and constitute a lien upon the Lot of any Owner in violation of, or who has violated any restriction, or upon the Lot of any Owner whose lessee, guest or any member of said Owners household is in violation of or has violated any restriction.

Severability

6.04. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

Change in Ownership or Right to Use

6.05. No sale, transfer, release or other disposition of any Lot in the Subdivision shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a member/shareholder of the Association, its successors or assigns. This restriction shall not apply, however, to lending institutions who may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to a duly probated Will or by virtue of intestacy, pursuant to the Statutes of the State of Texas. However, in the event of a transfer of title by virtue of foreclosure, probate of Will or intestate succession, Declarant and/or the Association, its successors or assigns, shall have an absolute right of first refusal to purchase said Lot from any such transferee or transferees in the event they shall decide to sell, transfer or convey the same.

6.06. If, notwithstanding the requirement of membership in the Association, its successors or assigns, as a condition to the acquisition of title to any Lot or Lots in this Subdivision, title to any of said Lots shall in some manner be acquired by a party who has not been approved for membership in the Association, or if any Owner shall cease to be a member of said Association, then, nevertheless, said Owner on behalf of himself, his heirs or assigns, does hereby covenant and agree that they will bear and pay such portion of the specific expenses required and expended by the Association, its successors and assigns for maintenance, bookkeeping, taxes, management, legal expenses, stocking lakes, insurance, security, and other expenses or assessments that they would otherwise be required to pay if they were then in fact a member of such Association, and as determined by the Board. Further, by the acceptance and retention of title to any Lot or Lots, each Grantee, on behalf of himself, his heirs and assigns, does hereby covenant and agree that said Association, its successors and assigns, shall have a lien upon the subject Lot or Lots second only to liens for taxes and any duly recorded mortgage or mortgages placed upon the property prior to the due date of any assessment for such expenses to secure the payment of the aforementioned expenses, including court costs and reasonable attorney's fees incurred in connection with the collection of the same.

Duration and Amendment

6.07. 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 by the Owner of any Lot subject to this Declaration, or by the Board on behalf of the Owner, 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 unless amended as provided herein. The covenants, conditions, and restrictions of this Declaration may not be amended except by written consent of the owners of a minimum of fifty-five (55) percent of the acreage in the Subdivision. No amendment shall be effective until recorded in the Deed Records of Smith County, Texas.

Executed by the said Declarant, this 2 day of June, 1981.

TEXAS COUNTRY PROPERTIES, INC.

BY:

Larry P. Branch
LARRY P. BRANCH, PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS S
 S
COUNTY OF SMITH S

BEFORE ME, the undersigned authority, on this day personally appeared LARRY P. BRANCH, the President of TEXAS COUNTRY PROPERTIES, INC., a Texas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

WITNESSED UNDER MY HAND AND SEAL OF OFFICE this 2 day of June, 1981.



Notary Public in and for Smith County, Texas



JUN 4 1981

LARRY MORRIS
COUNTY CLERK, Smith County, Texas

Larry Morris

Larry P. Branch
Notary Public in and for Smith County, Texas.