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168891

RESTRICTIONS
HIGHLAND MEADOWS
WISE COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WISE

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KNOW ALL MEN BY THESE PRESENTS:

This Declaration, made on the date hereinafter set forth by BRIAN H. FRAZIER, TRUSTEE, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property known as HIGHLAND MEADOWS, a subdivision in Wise County, Texas according to the Plat thereof recorded in Cabinet B, Page 402, of the Plat Records of Wise County, Texas; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations, and reservations, upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon HIGHLAND MEADOWS, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest herein, or any part thereof, and shall insure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Property" shall mean and refer to HIGHLAND MEADOWS and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 2. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for single-family residential dwellings only.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Property, but in the event of the execution of a contract for sale covering any Lot, the "Owners" shall be the purchaser named in the contract, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon and such Subdivision Plat, further establishes certain restrictions applicable to the Properties including without limitation, certain minimum set back lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as is fully set

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forth herein, and shall be construed as being adopted on each and every contract, deed or conveyance executed or to be executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric power, telegraph and telephone lines, gas sewers, or any other utility Declarant sees fit to install in across and/or under the properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purposes of most efficiently and economically installing the improvements.

Section 4. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner situated on the land by said easements.

Section 5. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas sewer, storm sewer, electric light, any pipes, lines, poles or conduits, or in any utility facility or appurtenances, thereto constructed by or under Declarant or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell, lease, or dedicate such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any part, and such right is hereby expressly reserved.

ARTICLE III

Use Restrictions

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for single-family residential dwellings only (hereinafter sometimes referred to as "Residential Lots") and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single-family dwelling not to exceed two (2) stories in height with or without a detached or an attached garage. As used herein the term "Residential Purpose" shall be construed to prohibit the use of said Lots for duplex houses, garage apartments, or apartment houses. Additionally, no Lot may be used for a wrecking yard or for the storage of used or abandoned cars.

Section 2. Dwelling Size. The total living area of the main residential structure on any Lot, exclusive of open porches and garages shall not be less than 1400 square feet.

Section 3. Type of Construction, Material and Landscape.

A. New Construction

1. New Construction must be completed within twelve (12) months after beginning construction.

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- 2. Roof pitch will be a minimum of 6' to 12' ratio; exterior construction shall be a minimum of 50% brick or masonry. Victorian style or log homes may be permitted with written approval from BRIAN H. FRAZIER, Trustee.

B. Culverts

- 1. Culverts must be of concrete or metal construction, commercially made for that purpose, and must be of 15 inches in diameter or larger so that water will not overflow onto the street.

Section 4. Building Location. No building shall be located on any lot nearer than forty-five (45) feet to the front lot line or nearer to the side street lines shown on the recorded plat. No building shall be located nearer than ten (10) feet to any interior lot line. No main residence building nor any part thereof shall be located on any interior Lot nearer than twenty (20) feet to the rear lot line. Each main residence building will face the front of the Lot.

Section 5. Minimum Lot Area. Each Lot can be subdivided into two 2-1/2 acre Lots with a minimum of 125 feet frontage on the road. Nothing in these restrictions shall be construed to prevent the Veterans Land Board from deeding an acre for a home-site, by partial release, to the Veteran Purchaser.

Section 6. Annoyance or Nuisances. No noxious or offensive activity shall be carried on or permitted upon any Lot nor shall anything be done thereon which may become an annoyance or offensive to others residing in the neighborhood.

Section 7. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently. Any structure on which construction has commenced must be completed within a reasonable length of time. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way.

Section 8. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except a "for sale" sign not more than five (5) square feet that is customarily used with the general sale of property. Declarant or its agents shall have the right to remove any sign not complying with the above restrictions, and, in doing so, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of property.

Section 9. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage of disposal of such waste materials shall be kept in clean and sanitary condition.

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Section 10. Utility Easements. The utility easement areas dedicated and shown on the recorded plat of HIGHLAND MEADOWS may be cleared and kept clear by any utility of all trees, bushes, and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment of Owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each lot and Owner in this subdivision.

Section 11. Lot Maintenance. The owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash, or rubbish of any kind thereon. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant or its assigns may, at their option, without liability enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, and rubbish to do any other things necessary to secure compliance with these restrictions so to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of the property to pay such statement immediately upon receipt thereof.

Section 12. Motor Vehicles. No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motorcycles, motor scooters or other vehicles of that type shall be permitted in the subdivision, if they are a nuisance by reason of noise or manner of use. No parking will be permitted on any road or street in the subdivision.

Section 13. Septic Tanks. No cesspool may be installed on any Lot in this subdivision and whenever a residence is established on any site, it shall provide only an inside toilet and it shall be connected with a septic tank and drain field approved by the Wise County Health Department, Decatur, Texas and all governmental agencies or authorities having jurisdiction. No septic tank may drain into road ditches, either directly or indirectly.

Section 14. Drainage. Natural drainage of streets, lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of 15 inches in diameter so as to afford proper drainage of ditches without backing water up into ditch or diverting flow. In no event shall culvert be less than fifteen (15) inches. Declarant may remove any culvert that obstructs the flow of water through the street ditches. No Owner will allow or install any manmade drainage which does or would affect any adjoining lot in the subdivision.

Section 15. Animals. No more than 35 chickens shall be kept on a tract. Only 1 head of livestock per acre will be allowed, and no swine is allowed.

Section 16. Television discs shall not be visible from the streets in HIGHLAND MEADOWS.

Section 17. Barns and Outbuildings. Barns or outbuildings have to be made with new materials. Wood exteriors must be painted.

Section 18. Water. NO individual wells are allowed, except well lot dedicated to H2M Water. Each Lot Owner must pay H2M Water \$1,000.00 (One Thousand Dollars) before water service will be provided.

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INSTRUMENT NO. 414 PART 186

RESTRICTIONS
HIGHLAND MEADOWS
WISE COUNTY, TEXAS

GENERAL PROVISIONS

Section 1. These covenants and restrictions bind all purchasers of tract of land on "HIGHLAND MEADOWS", their heirs and assigns, and all other persons claiming an interest therein for a period of twenty-five years from this date, and thereafter shall be automatically extended for successive periods of ten years, unless an instrument legally executed by a majority of the owners of tracts out of the recorded "HIGHLAND MEADOWS" has been recorded in the office of the County Clerk of Wise County, Texas, nullifying or releasing the covenants and restrictions in whole or in part.

Section 2. Enforcement. It shall be lawful for Declarant or any Lot owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or her or them from doing so or to recover damages or other such dues for such violations. The Declarant reserves the right to enforce these restrictions.

IN TESTIMONY WHEREOF, BRIAN H. FRAZIER, Trustee has caused this instrument to be executed by its proper officers, thereunto duly authorized and to be attested by his signature affixed on this 23rd day of July, 1991.

BY Brian H. Frazier
BRIAN H. FRAZIER

STATE OF TEXAS
COUNTY OF ^{Wise} ~~TARRANT~~

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared BRIAN H. FRAZIER, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 23rd day of July, 1991.

Xelna Boyd
Notary Public in and for the State of Texas
Notary Public's Printed Name: ~~LINDA L. HETEN~~ Xelna Boyd
My Commission expires: ~~6/15/95~~ 7/13/92



J. 2000

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

168891
FILED FOR RECORD
COUNTY CLERK
91 AUG 26 11:41
WISE COUNTY, TEXAS

*Planned
Bureau (Stamp?)
112 NW 24th St. 4097
Apt. 200, Boca Raton*

FILED FOR RECORD 26 DAY OF AUGUST A.D. 1991 AT 11:41 a M.
AND DULY RECORDED 29 DAY OF AUGUST A.D. 1991 AT 11:25 a M.

SHERRY PARKER, COUNTY CLERK, WISE COUNTY
BY Jayme Foster DEPUTY