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PROTECTIVE COVENANTS

These Protective Covonants apply to the real property described as **HACKBERRY HEIGHTS PHASE III** as recorded in the Grayson County Texas records as plat # 0044823 Volume 11 page 81.

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- 1) No part of said property shall be used for any purpose other than residential. No noxious or offensive trade or business of any kind shall be constructed upon said property or any part thereof. Home offices are permitted so long as they are contained within the main dwelling or in an approved adjacent structure, are not visible and recognizable as an office from the street, are not open to the public and may not have signage of any type. No structure shall be erected, placed, altered, used or permitted to remain on any residential building lot other than one detached, single-family dwelling with accompanying garage not less than two (2) stalls. No manufactured housing of any type will be permitted. Any lot of Five (5) acres or more may erect a barn to have a complimentary color scheme to the dwelling subject to the approval of the Architectural Control Committee. Barns will be permitted on an assemblage of adjacent lots that total five acres or more so long as said lots are under the same ownership. No barns or other outbuildings of metal exterior will be allowed.
- 2) The minimum allowable dwelling square footage, exclusive of porches, terraces, garages and outbuildings shall be as follows: 2,200 square feet of living area. All house plans must be submitted to and approved by the Architectural Control Committee prior to construction.
- 3) The exterior of the dwelling erected shall not be less than 60% brick or masonry unless approved in writing by the Architectural Control Committee as set forth in paragraph twenty one (21) and twenty two (22) herein. Attached garages shall be of the same construction and exterior finish as the dwelling. Detached garages or accessory buildings shall be of the same construction and materials as the dwelling.
- 4) The main building shall not be located on any lot nearer to the lot line than the building line located upon the recorded plat of the real property described as Hackberry Heights phase III. Notwithstanding the foregoing, no structure shall be placed closer than twenty (20) feet to any side or rear lot line without the prior approval of the Architectural Control Committee.
- 5) Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling house in this addition. Manufactured housing of any type will not be permitted on a temporary nor permanent basis.
- 6) No vehicle of any size which transports inflammatory or explosive cargo may be kept in this addition at any time. Commercial trucks with tonnage in excess of two (2) tons shall not be permitted to park on the streets, driveways or lots of the real property described herein. No vehicles shall be allowed to park on the public road overnight at any time.
- 7) No noxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Specifically, no disabled or unsightly vehicles of any kind shall be allowed to remain in view from the street, highway, or any other lot in the real property described herein for more than a total of twenty-one (21) days.
- 8) No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a dwelling house. No outdoor toilet shall be erected, placed, or permitted to remain upon any lot except during the actual construction of



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- 16) If a residence is not completed on or before one (1) year from the date on which construction commences, the record owner will pay to the developer the sum of \$25.00 per day as liquidated damages, provided however, that in the event the record owner or his agents are unable to complete the construction within the one (1) year due to strikes, natural disasters, catastrophic economic conditions, wars, or for any other reason which is not within the fault or control of the record owner, his agents or employees, then and in that event, the \$25.00 per day liquidated damages amount will be waived during the continuance of the unforeseen circumstances as set forth above.
- 17) All electric and telephone wiring and installations from the street to the house, shall be installed underground. No night lights shall be allowed to remain on from dusk to dawn, security lights may be motion detector lights or controlled by off/on switches.
- 18) No gas meter shall be set near the street in the front of a dwelling house unless such meter is of an underground type.
- 18) No air conditioning apparatus shall be installed on the ground in front of a dwelling house. No air conditioning apparatus shall be attached to any front wall of a dwelling house. No evaporative cooler shall be installed on the front wall or the side wall of a dwelling house.
- 20) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved in writing by the Architectural Control Committee as to the quality of workmanship and material, harmony of external design with respect to topography and finish elevation. *It shall be each individual builder's or owner's responsibility to submit his plans to the Architectural Control Committee.*
- 21) The Architectural Control Committee (also referred to as the ACC) shall be composed of Margaret Reynolds, Steve Reynolds and Jim Owen. A majority of the ACC may designate a representative to act for the committee. In the event of the death or resignation of any member of the ACC, the remaining members shall have the full authority to designate a successor member. In the event all of the appointed herein die or resign and fail to appoint successors in accordance with this paragraph then a majority of the owners of the lots may appoint the successor members of the ACC. Neither the members of the ACC nor its designated representative shall be entitled to any compensation for the services rendered or performed under this provision. The ACC's approval or disapproval of all submissions shall be in writing.
- 22) In the event the ACC or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to or in the event after no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be held to have been complied with. No member of the ACC shall be held financially or otherwise responsible for any acts of duties exercised hereunder, for failure to exercise any act or acts of duties set out herein.
- 23) Unless an Instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to terminate or change the covenants, in whole or in part, these covenants are to run with the land and shall be binding upon all parties owning lots in the addition, and all parties claiming under them. Each owner shall be entitled to as many votes as he owns lots.
- 24) If any person or persons shall violate the covenants herein, it shall be lawful for any person or persons owning real property situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, damages or other damages or other dues for such violations.
- 25) No above ground swimming pools are allowed.

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- 26) No hunting or shooting of firearms is allowed.
- 27) Any above ground propane tanks shall be screened and shall be located behind the front building line of the residence situated on such lot.
- 28) No vegetable garden shall be placed on any lot except behind the front building line of the residence situated on such lot.
- 29) Unless otherwise approved by the ACC, no radio or television tower or antenna shall be constructed on any lot which extends higher than eight (8) feet over the highest point of any residential structure constructed on the property (including chimneys) or extends higher than eighteen (18) feet from the ground level of the property if such tower or antenna is not attached to the residential structure.
- 30) Any lot purchased but left vacant shall be mowed and maintained at least once a month between the months of April and September. If any owner does not maintain said lot as scheduled or within 10 days of being notified by Developer or ACC the lot will be mowed and maintenance will be billed to owner. In the event said billings are not paid these charges will become a lien against said property.
- 31) Any building material or landscaping material stored on any property may not be stored to the front or side of any dwelling, all such storage must be to the rear of the dwelling out of sight from the street. Excluded from this provision is the storage of building or landscaping material delivered during the construction with said material to be utilized within a reasonable period of time.
- 32) Any barbecue or other outdoor cooking apparatus must be located to the rear of the dwelling.
- 33) No artificial flowers, shrubs, trees or artifacts such as statuary or other decorative items may be placed in any dwelling yard without the approval of the Architectural Control Committee. Excluded from this provision are decorative items used in the celebration of a recognized holiday except that said decorations may only be displayed for a reasonable length of time in observance of said holiday.
- 34) No shrines of any type may be built or placed anywhere on any lot.
- 35) Invalidation of any of these covenants by a judgment or a court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- 36) Nothing contained in the Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale, or otherwise, in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions and covenants hereof.
- 37) The developer, Steve Reynolds, Margaret Reynolds and Jim Owen reserves the right, so long as either of them, or any entity controlled by them, is the owner of any residential lot in the real property described herein to amend, or revise, any one or more of the restrictions or covenants affecting this property and to revise the Plat of the real property described herein by such instrument duly executed, and acknowledged by the developer in the land records of Grayson County, Texas. In the event of the sale of all the lots by the developer and none of the three of Steve Reynolds, Margaret Reynolds and Jim Owen, or any entity controlled by them own any residential lot in the real property described herein, then these restrictions may be amended by a vote of two-thirds of the lot owners. Each owner shall be entitled to as many votes as he owns lots.



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Filed for Record in:
Grayson County

On: Oct 19, 1998 at 03:14P

As a
Recording

Document Number: 0045961

Amount: 17.00

Receipt Number - 25496

By:
GAIL TOLLESON

STATE OF TEXAS COUNTY OF GRAYSON
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the named records of:
Grayson County
as stamped herein by me.

Oct 19, 1998

Sara Jackson, County Clerk
Grayson County

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RESTRICTIVE COVENANTS

These restrictions apply to the real property described on Exhibit "A".

1. No part of said property shall be used for any purpose other than residential. No noxious or offensive trade or business of any kind shall be constructed upon said property or any part thereof. No structure shall be erected, placed, altered, used or permitted to remain on any residential building lot other than one detached, single-family private dwelling must exceed two thousand (2,000) square feet, with accompanying garage not less than two (2) stalls. Any lot of five (5) acres or more may erect a barn to have a complimentary color scheme to the dwelling, subject to approval of the Architectural Control Committee.
2. The ground floor of the main dwelling house on any lot, exclusive of porches, terraces, garages and outbuildings, shall contain not less than two thousand (2,000) square feet. However, in the case of a one and one-half or two-story structure, the ground floor area of the main dwelling house shall not contain less than one thousand four hundred (1,400) square feet.
3. The exterior of the dwelling erected shall not be less than 60% brick or masonry unless approved in writing by the Architectural Control Committee set forth in Paragraph twenty two (22) herein. Attached garages shall be of the same construction and exterior finish as the house. Detached garages or accessory buildings shall be of any of the same construction and materials listed in the paragraph on wood siding.
4. The main building shall not be located on any lot nearer to the lot line than the building line located upon the recorded plat of the real property described in Exhibit "A". Notwithstanding the foregoing, no structure shall be placed closer than twenty (20) feet to any side or rear lot line without the prior approval of the Architectural Control Committee.

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5. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling house in this Addition.
6. No vehicle of any size which transports inflammatory or explosive cargo may be kept in this addition at any time. Commercial trucks with tonnage in excess of two (2) tons shall not be permitted to park on the streets, driveways or lots of the real property described in Exhibit "A".
7. No noxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Specifically, no disabled or unsightly vehicles of any kind shall be allowed to remain in view from the street, highway, or any other lot in the real property described in Exhibit "A", for more than a total of twenty-one (21) days.
8. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a dwelling house. No outdoor toilet shall be erected, placed, or permitted to remain upon any lot except during the actual construction of the dwelling house thereon, and in no event for more than a total of one hundred twenty (120) days.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than thirty (30) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the initial construction and sales period.
10. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in quarrying for oil or natural gas shall be erected, maintained or permitted upon any lot.

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11. Dogs and cats may be kept, provided that they are not raised, bred or kept for commercial purposes. No swine or poultry shall be kept or raised on any lot. Two horses per each five (5) acres will be allowed.
12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes and shall not be kept except in a sanitary container. All incineratory or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be placed on the street only on the day of garbage or trash collection.
13. No individual water supply system (well) shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of state or local public health authority. Approval of such system as installed shall be obtained from such authority.
14. No individual sewerage system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of state and local public health authority. Approval of such system as installed shall be obtained from such authority.
15. No fence or wall shall be erected, placed or altered on any lot nearer to any street than thirty-five (35) feet from the center-line of that street, and shall not exceed four (4) feet in height from that line to the minimum setback line as indicated on the recorded plat, and shall not exceed six (6) feet in height at any other place upon the lot unless specifically required by an ordinance of Grayson County, Texas. All fences shall be maintained in a structurally sound and attractive manner. No fences or barbed wire may be erected nearer than one hundred (100) feet from any street lot line, unless approved by the Architectural Control Committee.

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16. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above roadways 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 a point twenty (20) 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 a street property line within the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.
17. If a residence is not completed on or before one (1) year from the date on which construction commences, the record owner will pay to the developer the sum of \$25.00 per day as liquidated damages, provided however, that in the event the record owner or his agents are unable to complete the construction within the one (1) year due to strikes, natural disasters, catastrophic economic conditions, wars, or for any other reason which is not within the fault or control of the record owner, his agents or employees, then, and in that event, the \$25.00 per day liquidated damages amount will be waived during the continuance of the unforeseen circumstances as set forth above.
18. All electric and telephone wiring and installations from the street to the house, shall be installed underground.
19. No gas meter shall be set near the street in the front of a dwelling house unless such meter is of an underground type.
20. No air conditioning apparatus shall be installed on the ground in the front of a dwelling house. No air conditioning apparatus shall be attached to any front wall of a dwelling house. No evaporative cooler shall be installed on the front wall or the side wall of a dwelling house.
21. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to and approved

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- in writing by the Architectural Control Committee as to the quality of workmanship and material, harmony of external design with respect to the topography and finish grade elevation. It shall be each individual builder's or owner's responsibility to submit his plans to the Architectural Control Committee.
22. The Architectural Control Committee (hereafter the ACC), shall be composed of Margaret Reynolds, and Linda McConnell. A majority of the ACC may designate a representative to act for the committee. In the event of the death or resignation of any member of the ACC, the remaining members shall have the full authority to designate a successor member. Neither the members of the ACC nor its designated representative shall be entitled to any compensation for the services rendered or performed under this provision. The ACC's approval or disapproval of all submissions made in accordance with the provisions hereof shall be in writing.
23. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to or in any event after no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be held to have been complied with. No member of Committee shall be held financially or otherwise responsible for any acts of duties exercised hereunder, for failure to exercise any act or acts of duties set out herein.
24. Unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to terminate or change the covenants, in whole or in part, these covenants are to run with the land and shall be binding upon all parties owning lots in the Addition, and all persons claiming under them. Each owner shall be entitled to as many votes as he owns lots.

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- 25. If any person or persons shall violate the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, damages or other dues for such violations.
- 26. Invalidation of any of these covenants by a judgment or a court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- 27. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this Declaration obtained through sale, or otherwise, in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions and covenants hereof.
- 28. The developer, Steve Reynolds and Gary McCormick reserves the right, so long as either of them is the owner of any residential lot in the real property described in Exhibit "A", to amend, revise, or abolish any one or more of the restrictions or covenants affecting this property and to revise the Plat of the real property described in Exhibit "A" by such instrument duly executed, and acknowledged by the developer and recorded in the Land Records of Grayson County, Texas.

These restrictions are hereby adopted and placed upon the property described on Exhibit "A" this 18th day of December, 1995.

Gary McCormick by *Steve Reynolds* through his attorney in fact *Steve Reynolds*

GARY MCCORMICK, by and through his attorney in fact STEVE REYNOLDS

Steve Reynolds, att in fact
STEVE REYNOLDS, Attorney in/Fact

STATE OF TEXAS
COUNTY OF GRAYSON

This instrument was acknowledged before me on 18th day of December, 1995 by STEVE REYNOLDS as agent and attorney in fact for GARY MCCORMICK.



Princess D. Brown
Notary Public, State of Texas

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EXHIBIT "A"

Situated in the County of Grayson, State of Texas, being a part of the DAVID WILSON SURVEY, Abstract No. 1336, being a part of a 40.401 acre tract of land conveyed by Willous W. Whitaker to Corbis R. Truman, et ux by deed dated January 6, 1984, recorded in Volume 1677, Page 814, deed records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found PK nail in the center of a public road known as Hackberry Road, said nail maintaining the Northeast corner of said 40.401 acre tract;

THENCE South, with the center of said road, the East line of said 40.401 acre tract, a distance of 1321.66 feet to the Southeast corner of said 40.401 acre tract;

THENCE North 89 deg. 51 min. 15 sec. West, with the South line of said 40.401 acre tract, passing a fence corner post on the West side of said road, and continuing with the general course of a fence for a total distance of 679.72 feet to the most Southerly Southwest corner of the herein described tract;

THENCE North 00 deg. 08 min. 45 sec. East, a distance of 429.40 feet to an ell corner of the herein described tract;

THENCE West, a distance of 631.24 feet to the most Westerly Southwest corner of the herein described tract on the West line of said 40.401 acre tract;

THENCE North 00 deg. 03 min. 24 sec. West, with the general course of a fence, the West line of said 40.401 acre tract, a distance of 895.19 feet to the Northwest corner of said 40.401 acre tract;

THENCE South 88 deg. 47 min. 59 sec. East, with the North line of said 40.401 acre tract, a distance of 1330.77 feet to the place of beginning and containing 33.98 ACRES OF LAND more or less.....

FILED FOR RECORD

95 DEC 21 PM 3:39

SARA JACKSON
COUNTY CLERK
GRAYSON COUNTY, TX

FILED FOR RECORD AND RECORDED DECEMBER 21 2005
BY SARA JACKSON, COUNTY CLERK
BY *[Signature]*

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AMENDMENT TO RESTRICTIVE COVENANTS

On December 18, 1995, certain restrictive covenants were adopted affecting a tract of land of 33.98 acres out of the David Wilson Survey, Abstract No. 1336, Grayson County, Texas owned by GARY MCCORMICK, which restrictions are recorded in Volume 2436, Page 662 of the Real Property Records of Grayson County, Texas. Subsequently that property and other property owned by Steven J. Reynolds has been platted into a subdivision known as HACKBERRY HEIGHTS.

Now, Gary McCormick and Steve Reynolds do now amend such restrictions by revoking paragraph 28 and adopting the following paragraph in substitution therefor:

"28. The Restrictive Covenants may be modified by Steve Reynolds or Gary McCormick, the developers, in any instance that is for the enhancement of the project. In the event the developers do not have any real property interest in the project, seventy-five percent (75%) of the owners shall be allowed to alter or modify the restrictive covenants for the enhancement of the development."

Executed this 30th day of September, 1996.

Gary McCormick by & through his attorney in fact Steve Reynolds

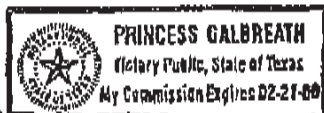
GARY MCCORMICK by and through his attorney in fact, Steve Reynolds

Steve Reynolds att in fact
STEVE REYNOLDS, attorney in fact

Steve Reynolds
STEVEN J. REYNOLDS

STATE OF TEXAS
COUNTY OF GRAYSON

This instrument was acknowledged before me on the 30th day of September, 1996 by Steve Reynolds as attorney in fact on behalf of GARY MCCORMICK.



Princess Galbreath
Notary Public, State of Texas

COUNTY OF GRAYSON

This instrument was acknowledged before me on the 9th day of September, 1996 by STEVEN J. REYNOLDS.

Princess Galbreath

Notary Public, State of Texas



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FILED FOR RECORD AND RECORDED SEPT. 30. 1996, AT _____ M. DEPUTY
SARA JACKSON, GRAYSON COUNTY CLERK. BY *Linda Pierce*