

Dedication, Covenants, Restrictions, and Easements Of Walking Horse Estates (Phase I)

STATE OF TEXAS ~

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ERATH ~

That North 94 Land Development, LLC., a Texas limited liability corporation (hereinafter "Developer") is the Owner of certain land in Erath County, Texas, described in Exhibit A, attached hereto and made part of hereof, a map or plat of which is also attached hereto at Exhibit B, and made a part hereof, which plat is adopted by North 94 Land Development, LCC., as its plan for subdividing said land into lots and blocks as shown thereon, the same to be known as "WALKING HORSE ESTATES (PHASE I)" an addition in Erath County, Texas.

WHEREAS, Developer., desires to subdivide and plat said real property as WALKING HORSE ESTATES (PHASE I) and other land owned by Developer, adjoining and near WALKING HORSE ESTATES (PHASE I) in installments, from time to time, so as to develop the same in an orderly manner for single family residences; and

THEREFORE, Developer., declares that the above described property, designated as WALKING HORSE ESTATES (PHASE I), is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth. The following covenants, restrictions, easements, charges, and liens are made for the benefit of Developers and current and future lot Owners and shall run with the land.

I. EASEMENTS

1. Developer dedicates and declares the streets as shown on the Final Plat of said WALKING HORSE ESTATES (PHASE I) for the use of the Public.
2. Developer hereby reserves to itself and it's assigns and easement and right to construct and maintain, in, over, under and across the easements and public streets shown on said plat, utilities of every kind, including but not limited to sewers, water mains, gas mains, irrigation systems, power and communication lines and all other appurtenances in connection therewith, so as to properly serve a residential area.

II. COVENANTS AND RESTRICTIONS

1. Residential Use Only: No lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling, not to exceed two stories in height, private garages of a capacity to accommodate the needs of the residents for private transportation but not to include a garage for commercial enterprises, and other outbuildings incidental to residential use.
2. Residential Structures: The use of all lots shall be limited to single dwellings. The ground floor area of main structure, exclusive of one story open porches, and garages shall not be less than 1,850 square feet for one story dwellings. The ground floor area of one and one-half story and two story dwellings shall not be less than 1,600 square feet and the total minimum living area shall not be less than 1,850 square feet. All dwellings constructed on the subject property shall have exterior walls, which shall be a minimum of 65% stone or brick, for one story dwellings. The exterior walls of the ground floor of one and one-half or two story dwellings shall be a minimum of 65% stone or brick.
3. Structure Locations: No structures shall be located on any lot nearer to the front, side street, or rear lot line than the minimum building setback lines as shown on the recorded plat for said subdivision. The front, side street, and rear setback line being 30' on all lots. The side setback line being 10' on all lots. All dwellings must face the front lot. Dwellings constructed on Block 2, Lots 1 & 4 must face East to Walking Horse Drive; dwellings constructed on Block 2, Lots 5 & 8 must face to Flat Foot Lane; dwellings constructed on Block 3, Lots 1 & 4 must face Flat Foot Lane; dwellings constructed on Block 3, Lots 5 & 8 must face Canter Lane; dwellings constructed on Block 4, Lots 1 & 7 must face to Canter Lane; dwellings constructed on Block 4, Lots 5 & 8 must face Blue Ribbon Lane; dwellings constructed on Block 5, Lots 1 & 4 must face to Blue Ribbon Lane; and dwellings constructed on Block 5, Lots 5 & 8 must face West to Bridle Path Drive.
4. Nuisances: No noxious, dangerous, offensive or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, or garage, barn, or other out building shall be used on any lot at any time as a residence either permanently or temporarily.
6. Storage Structures: All out buildings constructed or placed on any lot for purposes of storage, or housing pool equipment or any other use shall be constructed of similar or like materials of that of the primary dwelling.

7. Signs: No sign of any kind shall be displayed to the public view on any lot, except one (1) profession sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
8. Animals: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except the dogs, cats, and other household pets may be kept, bred or maintained according to ordinances typical of residential developments within a municipality.
9. Trash: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Rubbish, trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Material incident to construction of improvements may be stored on lots during construction.
10. Obstructions: No fence, detached garage, or other out building or obstruction of like nature and no shrubs, trees or other obstruction shall be permitted to remain on the easement shown on said plat. Utility companies, organizations and their representatives may enter on said easement for the purpose of construction. Repairing, reconstructing, or removing their property involved in the servicing of said district as a residential district, and are to have vehicular access to all parts of said easement.
11. Vehicles: Truck with tonnage in excess of one (1) ton shall not be permitted to park on the street, driveways, or lots overnight, and no vehicle of any size, which normally transports inflammatory or explosive cargo, may be kept in this subdivision at any time. No vehicles of any size shall be routinely parked on landscaped areas and must be parked in designated driveways or parking areas intended for such purposes. No non-operational vehicles may be parked or stored on the street, driveways or lots at any time.
12. Storage: No lot shall be used for temporary or permanent storage or equipment, material or vehicles except such as may be used in direct connection with the use and enjoyment of any lot as residential property. No tank for the storage of any fluid, gasoline, or chemical may be constructed or maintained on any lot except for propane tanks for residential use. Recreational vehicles such as a motor home, travel trailers, boats and other similar vehicles over 15 feet shall not be stored on resident's property for periods longer than three days, or they shall be completely screened from view of the street.
13. Firearms: Use of firearms of any type, on any part of the property is prohibited.

14. Water wells: No water wells shall be drilled upon any lot so long as water for domestic use shall otherwise be available to the Owners of said lots, but nothing herein shall be construed to prohibit Developer or its assignees or nominee from drilling and equipping a well or wells on any property located in or near the subdivision for the purpose of supplying water to Owners of any lots.
15. Driveways: All driveway structures must provide for culverts or drainage structures. Culverts used in the construction of driveways must be sized using Lot and Block requirements (Exhibit C) and must include end treatments of rock or masonry construction. All driveways must be approved by the Developer.
16. Mail boxes: All mail boxes must be constructed of brick or stone in a similar or like nature of the primary dwelling.
17. Sewage Facilities: All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected to sewer system and must comply with the specifications of any governmental authorities having jurisdiction, and no outside or surface toilets shall be permitted under any circumstances. Owners of lots shall be required to connect to, use, and pay for sewer services if it is available to the lot. All lavatories, toilets, and bath facilities shall be completely installed and functioning before the residence is occupied.
18. Pollution: No lot shall be used for any purpose that would result in pollution by refuse, sewage, or other materials that might tend to pollute or otherwise impair the ecological balance of surrounding lands, rivers, lakes, or ponds.
19. Damage to Roads and Utilities: Any damage to private roadways or utilities, such as, but not limited to, damage to pipelines, streets, street shoulders, and drainage ditches caused by Owner or Owner's agents that occurs from the date construction begins until completion of the improvements on the Owner's lots shall be the responsibility of the Owner, and any costs associated with the repairs of such damages shall be paid by the Owner.
20. No fence shall be constructed of barbed wire, wire mesh, chicken wire, or like materials. Only Wood picket or iron rod fences are acceptable. No chain link fences are permitted except those used on the interior of the yard for dogs and must be screened from view from the street.
21. All property Owners or Owners Agent will be responsible for developing adequate drainage plans to sufficiently facilitate the run off of rainfall from the property. Drainage plans, must provide provisions to accept runoff from adjacent property if the runoff is part of the normal flow.

STATE OF TEXAS ~

COUNTY OF ERATH ~

This instrument was acknowledge before me on this 4th day of December 2006, by Randy Hines, President, North 94 Land Development, LLC, a Texas Limited Liability Corporation, on behalf of said corporation.



Angela Emmert
Notary Public, State of Texas

**IV.
General Provisions**

1. All of these restrictions and covenants appearing herein shall be constructed together however; invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
2. All building constructed on any lot shall be completed within a period of one hundred eighty (180) days from the date construction begins, with unavoidable delays excepted.
3. Unsold lots: Notwithstanding anything to the contrary herein, Developer, reserves for itself and its designated agent or agents the right to use any unsold lot or lots for a temporary office location and the right to place a sign or signs on any unsold lot or lots; such signs not to exceed a maximum size of 12" X 18".
4. These covenants shall run with the land and shall be binding on Developer, its successor and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date these restrictive covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then lot owners it is agreed to change said covenants in whole or in part.
5. These restrictions and covenants may be enforced by Developer, its successors and assigns, and any person or persons owning real property in said subdivision, by legal proceedings for injunction or to recover damages for the breach thereof, or both.

Executed this 4th day of December 2006.

North 94 Land Development LLC

By: Randy C. Hines
Randy C. Hines, President

Attest:



Angela Emmert