

904513 PG0302

COVENANTS AND RESTRICTIONS
FOR
78.535 ACRES OUT OF THE J.L. BENNETT SURVEY
ABSTRACT # 129 **007732**

THE STATE OF TEXAS
COUNTY OF DENTON
KNOW ALL MEN BY THESE PRESENTS:

THAT, FREDDY VEST, owner of 78.535 acres out of the J.L. Bennett Survey, Abstract # 129, Denton County, Texas, desiring to create and carry out a uniform plan for the development, improvement and sale of all lots in said tract, said plan being effected in part by these Covenants and Restrictions, does hereby declare that such Covenants and Restrictions as herein set forth shall apply uniformly to all the tracts, and these Covenants and Restrictions shall run with the land and be binding upon all owners or purchasers of lots, their heirs, successors, executors, administrators and assigns. to-wit:

1. No mobile home or manufactured homes shall be permitted.
2. No swine or chicken or fowl permitted.
3. Construction of new buildings only shall be permitted on any lot; the moving of any existing building, house, cabin or other structure onto a lot is prohibited.
4. No building or structure shall be erected on any lot at any point nearer to any property line than fifty (50) feet.
5. No lot shall be used or maintained as for dumping or rubbish, trash or garbage.
6. All perimeter fencing shall be of pipe and cable.
7. No pigs or swine shall be permitted.
8. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.
9. No outside storage of abandoned or junk cars or equipment.
10. The Control Committee shall consist of two (2) individuals selected and appointed by the developer herein.
11. The original Control Committee, as appointed by the developer herein, shall consist of Freddy Vest and Debbie Vest. These two (2) members shall have the authority to act on any submission to the committee, and their decision shall be binding on all members thereof.

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- 12. Enforcement of these Covenants and Restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any lot, against any person or persons violating or attempting to violate any covenant or restrictions herein contained, either to restrain violation or to recover damages and for the violation, or both.
- 13. Violation or failure to comply with these Covenants and Restrictions shall not effect the validity of any mortgage, bona fide lien or other similar security instrument, which may then be existing on any residential lot. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgement or court order shall not effect any of the other provisions or covenants herein contained, which shall remain in full force and effect.
- 14. All of the above and foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date hereof, unless an instrument signed by eighty per cent (80%) of the then owners of the lots has been executed and recorded, agreeing to change, amend, modify or extinguish said Covenants and Restrictions in whole or in part.
- 15. Any restriction contain herein relating to construction of improvements may be waived or variance therefrom may be granted by Control Committee in an individual case upon a showing that such variance would not impair the harmonious development of said tract or the market value of existing buildings.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its name this 26 day of January, 2000.

BY: 
Freddy Vest

(ACKNOWLEDGEMENT)

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned, on this day personally appeared Freddy Vest, known to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of January, 2000.


Notary Public, State of Texas