

EXC SEP 19 11 14 AM '63

RECORDED & INDEXED
BY [Signature] COUNTY

THE STATE OF TEXAS
COUNTY OF SMITH

*
* KNOW ALL MEN BY THESE PRESENTS:
*

THAT WE, RAY HOWARD, RALPH KELLY, STEVEN RALPH KELLY and GARY KELLY, herein referred to as "Developers", of the County Smith, State of Texas, the owner of the land lying and situated in Smith County, Texas, and being more particularly described as follows:

All those certain lots, tracts or parcels of land and being all of the lots of the Richland Hills Subdivision, Phase II according to plat of record in Cabinet "B", Slide 230-A, of the Plat Records of Smith County, Texas.

THAT in consideration of and in order to insure the present and future owners that said addition will be improved into a desirable section, addition and development, do hereby impress said property with the Restrictive Covenants hereinafter set out, which said covenants shall run with the land and shall be binding upon all persons purchasing or acquiring lots described herein, from, by or through us.

1. LAND USE AND SIZE.

No lot shall be used except for residential purposes. No residence shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling with garage not to exceed two stories in height (excluding basement).

The undersigned owners, or their heirs may resubdivide any or all lots in said Addition or may, by recordable instruments, authorize subsequent owners to make such resubdivision, but no residence shall ever be constructed on any lot containing a land area of less than fifteen thousand (15,000) square feet.

2. MINIMUM HOUSE SIZE

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. No garage shall have an entry facing the front lot line or the side street line (if applicable) of the lot on which it is situated. Any multiple story residence must have not less than 1,600 square feet of heated and

cooled living area on the ground floor, unless otherwise approved by the Architectural Committee.

3. ARCHITECTURAL COMMITTEE.

In an effort to maintain the aesthetic and environmental beauty of this Addition, to protect all homeowners in the Addition and to fully co-ordinate and make compatible this Addition with the surrounding residential areas adjacent to this Addition, RAY HOWARD, RALPH KELLY, STEVE KELLY, and GARY KELLY shall make up the residential plan and architectural control committee for the RICHLAND HILLS ESTATES ADDITION herein described. Any two of the above members are hereby authorized to act on behalf of said committee and any decision of any two of said members shall be final.

It is required that before any construction begins upon any lot in this Addition, all architectural and/or residential plans must be approved by the stated committee.

In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

The Developers herein shall have the authority to delegate and assign all rights, authority, duties and responsibilities of the Architectural Committee to the RICHLAND HILLS PROPERTY OWNERS ASSOCIATION at such time as they desire.

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, 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 Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

In the event that any plans and specifications are submitted to the Architectural Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

4. EXTERIOR WALLS.

Exposed exterior wall area, exclusive of doors, windows, and gable area, shall be sixty (60%) per cent brick, brick veneer, stone, stone veneer, or masonry construction. Exterior wall material, exclusive of the required brick, brick veneer, stone, stone veneer, or masonry construction area, shall be of standard construction material selected and designed to add to the architectural appearance of the building. These requirements for exterior walls shall include not only the residence, but shall extend to green houses, storage buildings, detached garages, mailbox stands, and any other out-buildings or structure.

Provided, however, exception of this particular restriction may be made by the Architectural Committee upon approval by them of a specific residential plan presented to them prior to start of construction.

5. BUILDING LOCATION.

No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twelve (12) feet to any side street line. No building shall be located nearer than seven (7) feet to an interior lot line. The residence on any corner lot shall face either direction, but the said setback line on the side street shall conform with the setback line provided for other houses on that same street.

The undersigned owners and their heirs may permit a change in the setback line on any lot in said subdivision when in the opinion of said parties, it seems advisable and in the best interests of the subdivision and building plan to permit such change. An owner of two adjoining lots desiring to construct a residence to be situated on both lots shall be exempt from the restriction relative to interior lot lines insofar as same pertains to the common boundary of said lots.

6. UNDERGROUND UTILITIES AND LOCATION OF DRIVEWAY

An easement, fifteen (15) feet in width, exists along the front boundary line and each side street line of each lot in said subdivision for utility purposes. At certain intervals within said easement, there exists above-ground transformers used in connection with the underground utilities. No driveway shall be constructed whereby any portion thereof shall lie within fifteen (15)

feet of any portion of said above-ground transformer, without providing protection for said transformer by the erection of steel posts. There shall be a minimum of three (3) such steel posts, said posts being set in concrete and extending out of the ground at least four feet.

7. FENCES.

No fence of any description or construction shall be located or allowed to remain on any lot which fence extends nearer to a front lot line or to any side street line than does the foundation of the residence constructed or to be constructed on said lot at its nearest point.

8. NUISANCES.

No noxious or offensive activity or business 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.

9. TEMPORARY STRUCTURES.

No trailer or mobile home or other such structure whether remaining on wheels or permanently set on blocks or slab, shall be permitted on said property at any time for any purpose.

Further, no home or other structure for living purposes shall be moved onto any portion of the premises for any reason.

10. AUTO AND OTHER VEHICLES.

No auto, truck, boat, motorcycle, or other vehicle not registered shall be allowed to remain on said premises at any time.

No travel trailer, recreational vehicle, utility trailer, boat or any other type vehicle or trailer, except automobiles, shall be parked or allowed to remain (except for loading or unloading) nearer to a front lot line or to a side street line than the foundation of the residence on said lot at its nearest point.

No part of such premises nor any structure thereon shall be used for storage of vehicles, machinery parts, lumber, building materials, dirt, sand, furniture, building or construction trucks or equipment, heavy equipment of any kind, or any other unsightly or aesthetically displeasing matter foreign to or inconsistent with residential or normal household purposes.

11. USE.

No business or commercial operations or functions of any kind or nature shall be permitted on said property or any portion thereof. However, a portion of any dwelling house may be used as a private office to be used only by the owner thereof and with business to be conducted only within the confines of

No signs or display of any nature related to any type of business, commerce or professional, shall be displayed on any portion of said property.

The only exception to the restriction is placement thereon of a "For Sale" or "For Lease" sign should the property be placed on the market for such.

12. PLUMBING FACILITIES.

All drains, lavatories, toilets, dishwashers, washing machines, and other such plumbing fixtures, appliances and facilities shall be installed indoors and shall be connected with adequate and workable grease traps, septic tanks, and lateral lines. Minimum requirements for the construction of septic tanks, grease traps, and lateral lines for recreational and residential improvements on said property are:

- (a) a five hundred (500) gallon septic tank;
- (b) a ninety (90) gallon grease trap; and
- (c) all lateral lines shall have a minimum of two hundred fifty (250) feet of four (4) inch perforated pipe laid in the center of one (1) foot of washed gravel or slag in a trench at base twelve (12) inches wide, twenty-four (24) inches deep, and covered by top soil and planted over with grass.

13. ANIMALS, LIVESTOCK AND POULTRY.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot. However, there may be kept two (2) dogs, cats, or other variety of household pets, provided that they are not kept, bred, or maintained for any commercial purpose.

All dogs to be kept in the Subdivision must be confined to the owner's 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 owner's lot for any reason or at any time of day or night. 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.

Further, there shall not be kept, bred or maintained any exotic animals such as snakes, cougars, bobcats, skunks, lions, tigers, or other such variety of animal. No vicious or dangerous animal may be brought into or kept in the Subdivision and no animal that could reasonably be expected to be dangerous or harmful in the event of escape from confinement on the owner's lot may be kept in the Subdivision.

14. HUNTING AND FIREWORKS.

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

15. ACCESS.

Access to all lots shall be by those roadways designated as such on the plat hereof and in no other manner.

16. PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS.

The owner of any lot in said Subdivision may be assessed by RICHLAND HILLS PROPERTY OWNERS ASSOCIATION the sum of TWENTY-FIVE (\$25.00) DOLLARS per year per lot for the purpose of maintaining and improving property and other related facilities furnished to said owners by SELLER, or by RICHLAND HILLS PROPERTY OWNERS ASSOCIATION, but the unsold lots owned by SELLER and all vacant lots in excess of one lot held by any one person or corporation shall not be subject to this provision. No such assessment shall be made effective prior to January 1, 1985. No increase in such annual assessment shall ever be made, EXCEPT with the written consent of at least two-thirds (2/3) of property-owning members of such Association, given after written notice of any such proposal. RICHLAND HILLS PROPERTY OWNERS ASSOCIATION, which shall be composed of property owners in this Subdivision, shall be responsible for carrying these provisions into effect to the end that such property shall be maintained.

17. TERMS.

These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of fifteen (15) years from date this instrument is recorded. After which time, said covenants and restrictions shall be automatically extended for successive

periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants and restrictions, in whole or in part.

18. ENFORCEMENT.

Any Owner, any of the undersigned developers, or the Board of Directors of the RICHLAND HILLS PROPERTY OWNERS ASSOCIATION, 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.

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, any of the undersigned Developers, or the Board of Directors of the RICHLAND HILLS PROPERTY OWNERS ASSOCIATION, 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 Developers or by the RICHLAND HILLS PROPERTY OWNERS ASSOCIATION in enforcing the restrictions, including legal fees, shall result in a personal judgment against said owner and 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 Owner's household is in violation of or has violated any restriction.

WITNESS THE EXECUTION HEREOF, this 24th day of August, A. D.

1983.

Ray Howard
RAY HOWARD

Ralph Kelly
RALPH KELLY

Steven Ralph Kelly
STEVEN RALPH KELLY

Gary Kelly
GARY KELLY

THE STATE OF TEXAS
COUNTY OF SMITH

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This instrument was acknowledged before me on August 29, A. D. 1983,
by RAY HOWARD.

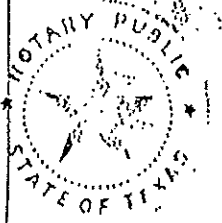


Mary K. Dick
NOTARY PUBLIC IN AND FOR THE STATE OF
TEXAS

THE STATE OF TEXAS
COUNTY OF SMITH

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This instrument was acknowledged before me on August 29, A. D. 1983,
by RALPH KELLY.



Mary K. Dick
NOTARY PUBLIC IN AND FOR THE STATE OF
TEXAS

THE STATE OF TEXAS
COUNTY OF SMITH

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This instrument was acknowledged before me on August 29, A. D. 1983,
by STEVEN RALPH KELLY.

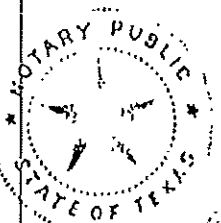


Mary K. Dick
NOTARY PUBLIC IN AND FOR THE STATE OF
TEXAS

THE STATE OF TEXAS
COUNTY OF SMITH

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This instrument was acknowledged before me on August 29, A. D. 1983,
by GARY KELLY.



Mary K. Dick
NOTARY PUBLIC IN AND FOR THE STATE OF
TEXAS

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was
filed on the date and time signified herein
by me and was duly recorded in the volume
and page of the public records of Smith
County, Texas.



SEP 9 1983

MARY MORRIS
COUNTY CLERK, Smith County, Texas

Mary K. Dick
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