

COPY

VOL 1224 PAGE 808

DECLARATIONS OF COVENANTS AND RESTRICTIONS

OF

MOUNTAIN VIEW PLACE II

HOOD COUNTY, TEXAS

STATE OF TEXAS

07504

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HOOD

THAT W. A. & Jeanne Betzel are the owners and Glenn Etta Nutt is the lienholder of a parcel of land situated in Hood County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

WHEREAS, Dedicator desires to provide for the preservation of the values in said community, and to this end, desires to subject the real property below described to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

Lots 1 through 22, Mountain View Place II, a subdivision in Hood County, Texas, according to the plat recorded in Slide B-3224 Volume , Page , Plat Records of Hood County, Texas.

NOW THEREFORE, the said Dedicator does hereby make, create, and declare the following covenants, restrictions, limitations, uses, and easements upon the real property hereinafter described as restrictive and protective covenants, as benefits and obligations running with the property, and as binding upon himself, his successors and assigns, and upon all parties claiming under him, and upon all future owners and occupants of any part of said property so long as these restrictive and protective covenants shall remain in force and effect as now written or as hereafter altered:

ARTICLE I

BUILDING AND USE RESTRICTIONS

Section 1 Single Family Residential Use. All tracts in the subdivision unit shall be used, known and described as single-family residential tracts. No duplexes, apartments or other multi-family dwellings, structures or uses shall be permitted on any tract. No tract shall be used or occupied for any business, commercial or professional purposes, either apart from or in connection with the use thereof as a private residence. No tract may be further subdivided nor shall more than one residential structure be placed on any tract without prior written approval of the Dedicator.

Section 2 Soil Preservation. No soil shall be removed for any commercial use nor shall any sand or earth be removed from any tract which would obstruct the natural flow of water. No quarrying or mining operation shall be permitted upon any tract, except for the purpose of laying a foundation of a residence and for improving the grounds thereof.

Section 3 Animals. No animals, livestock or caged wild animals shall be raised, bred or kept on any tract, except: (a) that dogs, cats or other household pets may be kept, (b) except for swine which are not allowed, one animal unit of livestock per acre may be kept, (c) and 10 head of fowl per acre may be kept.

Section 4 Temporary & Other Structures. No structure of a temporary character, trailer, mobile, modular, manufactured or prefabricated home, or any other temporary structure or building shall be placed on any tract, either temporarily or permanently. Storage buildings are allowed in the subdivision provided such buildings are compatible with the surrounding architecture. This shall not exclude, however, the parking of conventionally built motor homes or travel trailers, provided said motor homes or travel trailers are parked on driveways or in an area to the rear of the residence and not on any

street and provided such parking is limited to one motor home and one travel trailer per tract, and provided such parking is for storage only and not for occupancy.

Section 5 Approval of Plans. All plans and specifications for structures must be approved and signed by the Architectural Control Committee.

Section 6 Fires. No open fires or ground fires will be allowed on any building site or surrounding properties without permission from the fire authorities.

Section 7 No outside toilet, cesspool or privy shall be erected or maintained on any subdivision tract. All dwellings must have indoor plumbing, toilets and bath facilities connecting to an approved septic system. Septic tank installation, placement and sanitary plumbing must meet any and all construction standards of the Texas State Department of Health, and Hood County, Texas. Construction permits must be obtained before construction begins.

ARTICLE II

Section 1 Construction Requirements

a. No building or structure on any residential tract shall exceed two stories in height. No part of a residential structure shall be located nearer to any front line or back line than 75 feet and no nearer than 50 feet to a side line unless an exception is made by the Dedicator.

b. Only new construction materials except for used brick shall be used and utilized in constructing any structures on a tract, on (1) the exterior wall area, including detached garages, and (2) in the construction of any pens, barns, stalls and other outbuildings. Seventy-five per cent of primary residence exterior walls shall be stone or brick. Any deviation of materials used will require an exception in writing by the Dedicator.

c. All exterior construction of the primary residential structure, garages, porches and any other appurtenances or appendages of every kind and character on any tract shall be completed not later than six months following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. No building or structure shall be occupied or used until the exterior construction is completed.

d. No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Tracts, except for unattached workshop or outbuilding.

Section 2 Size of Residence. No residential structure shall contain an interior heated and cooled area of less than 1,400 square feet exclusive of the area of attached garages or porches.

Section 3 Driveway Entrances. Driveway entrances must be constructed with metal &/or reinforced concrete culverts to state and county specifications in order not to impede drainage.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. No building structures, fence, wall or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein be made until the detailed plans and specifications therefore shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the tract, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography by the Architectural Control Committee constituted as provided herein. The submitted plans and specifications shall specify, in such forms as the Architectural Control Committee may reasonably require, structural

detail and the nature, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each tract as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of structures with respect to garage access and major entry and frontage. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.

2. The Architectural Control Committee shall be initially composed of the Dedicators, who may designate a representative or representatives to act for them. The term "Architectural Control Committee" as used herein shall refer to the entity named above, their successors and/or assigns as permitted herein, or the Committee's designated representative(s).

ARTICLE IV

NUISANCE

No noxious or offensive activity shall be carried on or permitted upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners.

No trucks larger than two tons, motor vehicles not currently licensed or abandoned nor inoperative vehicles shall be permitted to be parked on any Tract, or on any street, except in a garage or enclosed structure.

All tracts shall at all times be kept in a healthful, sanitary, and attractive condition. No tract shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly fitting lids, which shall be maintained in a clean and sanitary condition.

No tract shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any tract may be placed upon such tract at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without reasonable delay, until completion of the improvements, after which these materials shall either be removed from the tract or stored in a suitable enclosure on the tract. Except as allowed above, no tract shall be used for temporary or permanent storage of any material except such as may be used in direct connection with the use and enjoyment of any tract as residential property.

ARTICLE V

EASEMENTS

Utility easements are reserved along and within 10 feet of the rear line and front line and 10 feet along the side lines of all tracts in this subdivision for the construction and perpetual maintenance of all utilities, including, but not limited to poles, wires and fixtures for electric lights, telephone, water mains, sanitary and storm sewers, road drains and other public and quasi public utilities and to trim any trees which at any time may interfere or threaten the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities.

ARTICLE VI

GENERAL PROVISIONS

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any tract subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns. These covenants and restrictions shall be effective for a term of 20 years from the date this Declaration is recorded at which time, said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years provided that at any time after the first twenty years, the owners of the beneficial title to a majority of the tracts herein dedicated may, by written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas release any tract or tracts from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part.

Any Owner at his own expense shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set out in this Declaration. Failure of any Owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

If this Declaration or any work, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

IN WITNESS WHEREOF, Dedicator has caused this instrument to be executed on this 2ND day of MAY, 1988.

W. A. Betzel

Jeanne Betzel

THE STATE OF TEXAS

COUNTY OF HOOD

This instrument was acknowledged before me on May 2nd, 1988 by W. A. Betzel and Jeanne Betzel, Owners of Mountain View Place II.

Clydene Chamberlain
Notary Public

My commission expires: Feb 92

FILED FOR RECORD
AT 11:25 A.M.

AUG 01 1988

STATE OF TEXAS
COUNTY OF HOOD
I hereby certify that this instrument was FILED on the date and at the time claimed herein by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY, TEXAS, in the Volume and Page as shown hereon.



Clerk County Court, Hood County, Tx.

Anjanette Ables
ANJANETTE ABLES, County Clerk
Hood County, Texas

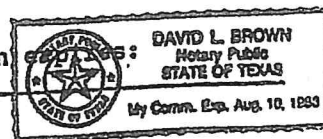
THE STATE OF TEXAS

COUNTY OF HOOD

This instrument was acknowledged before me on May 16, 1988 by Glenn Etta Nutt, Lienholder.

David L. Brown
Notary Public

My commission expires: Aug 10, 1993



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.