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A&W Development, LLC  
2000 E EDWARDS AVE  
ENNIS, TX 75119

**RESTRICTIVE COVENANTS APPLICABLE TO  
HIGHLAND PARK ADDITION REVISED, INSTALLMENT 2  
AN ADDITION TO  
THE CITY OF ENNIS, TEXAS**

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**A. COVENANT**

1. KNOW ALL MEN BY THESE PRESENTS that A&W DEVELOPMENT, L.L.C., a Texas Limited Liability Company, owner of all the lots in Block 1, 3, 4 and 5, an addition to the City of Ennis, Texas, according to the Plat thereof recorded in Cabinet F, Slide 354, of the Map Records of Ellis County, Texas, docs hereby place the following restrictions, to be binding on the undersigned as well as subsequent owners of the following described lots:

- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of Block 1
- Lots 1, 2, 3, 4 and 5 of Block 3
- Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Block 4
- Lots 1, 2, 3 and 4 of Block 5

2. These restrictions are for the benefit of and shall insure to each and every property owner of the lots above described and may be enforced by any property owner therein. Should the owner and/or tenant of any of the above described lots violate any of these restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions after reasonable notice, then in such event, any owner of these above described lots may institute legal proceedings to enjoin, abate, and/or correct such violation of such restrictions and/or conditions shall pay all attorney's fees, court costs, and other necessary expenditures incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney's fees to be fixed by the court. The amount of said fees, costs and expenses allowed shall become a lien upon the land, as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as any other lien upon real estate, the procedure which is fixed by statute.
3. Invalidation of any aspect of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Except as provided herein, failure to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter.
4. These covenants and restrictions shall run with and bind the land subject thereto for a term of thirty years from the date that this declaration is recorded, after which said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by two-thirds of the owners

of subject lots has been recorded, agreeing to change said covenants and restrictions.

**B. USAGES**

1. Each lot is hereby designated solely as a site for one single family detached dwelling and may not be occupied unless it meets all requirements of this covenant.
2. No livestock, poultry or animals of any kind (or pens and coops for same) shall be kept other than the usual and ordinary household pets.
3. The construction or maintenance of signs, billboards, or advertising structures of any kind on any lots is prohibited, except one sign or billboard advertising sale of property is permitted, provided it does not exceed 3 x 3 feet in size.
4. Engaging in a trade or business is prohibited as also is any activity which may become an annoyance or nuisance to the neighborhood.
5. No drying of clothing out of doors, nor clothes lines suitable for the drying of clothing will be permitted in this subdivision.
6. Grass, weeds and vegetation on each lot in this addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the Architectural Control Committee may at its option, have the grass, weeds and vegetation cut when, and as often, as necessary in its judgment, and the owner of the property shall be obligated to reimburse them for the cost of such work, and claim for such reimbursement will constitute a lawful lien against the lot when properly filed with the County Clerk.
7. All trash, ashes, residues, and garbage must be collected in suitable covered containers and be moved from the lot regularly. No trash or garbage may be disposed of by burning on any of the aforesaid lots. No trash, ashes, or other residue may be thrown or dumped on any lots in this addition, or allowed to remain thereon.
8. Specifically exempted from the provisions of this section are activities by the developer carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by him are completed.

**C. ARCHITECTURAL STANDARDS**

1. Lots may not be re-platted so as to create from the total combined re-platted lots more separate building sites or lots than existed in the original platting of said combined lots.
2. No structure shall exceed (except by Architectural Control Committee approval) two stories in height.
3. Every residence must meet all applicable requirements established by the City of Ennis, Texas, and any alterations or additions to any residence must meet these same requirements.
4. The main dwelling of every residence located on any of the above described lots shall have a living area of not less than 1300 square feet, provided, however, that no 1 1/2 story, split level, or two story houses shall have less than 1200 square feet of living area on the ground floor or main living area level.
5. The exterior walls of each house shall be 90 percent masonry, stone or brick construction on the first floor area unless a variance is specifically approved in writing by the Architectural Control Committee.
6. Roof other than wood shingles, tile, or 250 pound per square or more, fiberglass or composition simulated wood shingle with a Class "C" or better fire rating, in earth tone, will require approval by the Architectural Control Committee.
7. All residences will face the front line of the lot and shall not protrude forward past the front building lines set forth on the dedicated plat. Side and rear building lines shall meet the requirements of the City of Ennis and be subject to approval by the Architectural Control Committee.
8. New structures only shall be erected and permitted to remain in the addition. No structure may be moved into the addition.
9. No house trailer or residence of a temporary character shall be permitted. A shop or out building may be permitted if it has the same appearance as the house. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvement.

10. Applicable to corner lots only - garage openings will be located at the side or rear elevation of dwellings. Exceptions to this restriction may be granted by the Architectural Control Committee. Application for exceptions to the restriction must be in writing and approval granted prior to commencing construction.
11. No chain-link fences may be built. Solid wood or brick privacy fences only may be built. No fences of any kind shall be constructed so as to protrude forward past the front building line as set forth on the dedicated plat.
12. All residences must have concrete sidewalks per City of Ennis' specs.
13. All roofs must have at least an 7 to 12 pitch roof line.
14. All lots will have brick mailboxes.

D. ARCHITECTURAL CONTROL

1. No structure shall be erected, placed, or altered on any lot until the construction plans, specifications and a plot showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, as to the location with respect to topography and finished grade elevation. A full set of plans will be left with the Architectural Control Committee while any building is under construction. The Architectural Control Committee shall have the right to waive any restrictions herein provided so far as the same pertains to type of roof and quantity of masonry to be used.
2. The Committee's approval or disapproval as required by this covenant shall be in writing. In the event the Committee fails to approve or disapprove plans within 30 days after submission, approval will not be required. In the event no suit to enjoin the construction or enforce the restrictive covenants has been commenced by any owner of any lots located in the aforesaid subdivision within (1) year of the completion of construction, the restrictive covenants herein contained in so far as Architectural Standards are concerned shall be deemed to have been fully complied with or waived by the Committee and the owners of the other lots in the aforesaid subdivision.

3. The Architectural Control Committee consists of William R. Allen and Lynda K. Woods who may change the members thereof from time to time at their discretion. The Committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

A & W DEVELOPMENT, L.L.C., a  
Texas Limited Liability Company

By:

Lynda Woods

Lynda Woods, Manager

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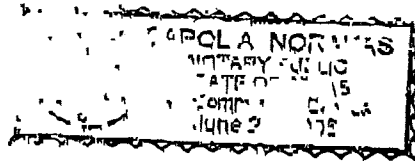
A & W DEVELOPMENT, L.L.C., a  
Texas Limited Liability Company

By: Lynda Woods  
Lynda Woods, Manager

STATE OF TEXAS )  
COUNTY OF ELLIS )

This instrument was acknowledged before me this the <sup>23</sup> day of August, 2004, by Lynda Woods, Manager of A & W Development, L.L.C., a Texas Limited Liability Company, on behalf of said company.

Carol A. Morales  
Notary Public, State of Texas



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