

0216

RESTRICTIONS

COUNTRY CLUB ESTATES, SECTION THREE

TO

THE PUBLIC

THE STATE OF TEXAS

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3381

COUNTY OF ELLIS

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RESTRICTIONS COVENANTS APPLICABLE TO COUNTRY CLUB ESTATES
SECTION THREE

A. COVENANT

1. KNOW ALL MEN BY THESE PRESENTS that DOHERTY BROTHERS INVESTMENTS, INC., Owner of all those lots in the above described subdivision, does hereby place the following restrictions, to be binding on the undersigned as well as subsequent owners of the following described lots:

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block One (1), and Lots Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), and Twenty-Nine (29), Block Three (3)

2. These restrictions are for the benefit of and shall inure 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 wise affect any of the other provisions which shall remain in full force and effect. 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 these covenants.

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 lot is prohibited, except that one sign or billboard advertising the rental or sale of property is permitted, provided it does not exceed 3 x 5 feet in size.

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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 it for 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 lot 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 pursuant 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 structures shall exceed (except by Architectural Control Committee approval) two stories in height. Servants quarters may be built when the plans therefore are approved in writing by the Architectural Control Committee.

3. Every residence must meet all applicable requirements established by the City of Ennis, Texas, and any alteration or addition to any residence must meet these same requirements.

4. The main dwelling of every residence located on any of the following lots shall have a living area of not less than 1800 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. Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block One (1), and Lots Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), and Twenty-Nine (29), Block Three (3)

5. The exterior walls of each house shall be sixty-five percent 65% masonry, stone or brick construction on the first floor or living area unless a variance is specifically approved in writing by the Architectural Control Committee.

6. Roof other than wood shingles, tile, or 300 pound per square or more, fiberglass or composition simulated wood shingles with a Class "C" or better fire rating, in earth tone, will require approval by the Architectural Control Committee. No fences of any kind shall be constructed so as to protrude forward of the front building lines as set forth on the dedicated plat.

7. All residences will face the front line of the lot and shall not protrude forward of the front building lines as 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.

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8. New structures only shall be erected on 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. Garage or carport openings will be located at the side or rear elevation of dwellings. Exceptions to this restriction may be granted by Architectural Control Committee. Application for exception to the restriction must be made in writing and approval granted prior to commencing construction.

11. No chain-link fences to be built. Privacy fences only.

12. All residences must have concrete sidewalks to be built to the City of Ennis specifications.

13. All roofs must have at least a 8 to 12 pitch roof line.

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 shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and 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 insofar 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 in 30 days after submissions or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and restrictive covenants herein contained shall be deemed to have been fully complied with.

3. The Architectural Control Committee shall be composed of three members, namely BILL DOHERTY, GERALD W. DOHERTY and GARY L. DOHERTY, 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.

EXECUTED this the 26th day of February, 1986.

DOHERTY BROTHERS INVESTMENTS, INC.

BY: Bill Doherty
BILL DOHERTY, President

ATTEST:

Gerald Doherty
SECRETARY

STATE OF TEXAS §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared BILL DOHERTY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said DOHERTY BROTHERS INVESTMENTS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of February, 1986.



JERRY F. McCARTY
Notary Public, State of Texas
My Commission Expires Dec. 11, 1988

[Signature]
Notary Public in and for
the State of Texas

FILED
RECORDED
ELLIS COUNTY CLERK

FILED 2-27, 1986 AT 5:11, P.M.
RECORDED 3-7 1986 AT 4:30 P.M.
FAYE M. WASHINGTON, ELLIS COUNTY CLERK
BY: MARTHA JONES DEPUTY CLERK