

RESTRICTIVE COVENANTS APPLICABLE TO **Meadows of Palmer**
(A SUBDIVISION PART OF THE R. De la PENA SURVEY, ABSTRACT NO.3)
CITY OF PALMER, ELLIS COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF ELLIS)

A. COVENANT

1. KNOW ALL MEN BY THESE PRESENTS THAT MEADOWS OF PALMER, LTD. Owners 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:

All of the lots in the Meadows of Palmer development, "a subdivision of the City of Palmer, Texas, according to the plat thereof, approved by the City of Palmer, Texas, on the 9th day of May 2002 and filed on the 22nd day of MAY, 2003, in the Map and Plat Records of Ellis County, Texas."

2. These restrictions are for the benefit of, and will 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 events, any owner of these above lots described or the Architectural Control Committee may institute legal proceedings to enjoin, abate, and/or correct such violation of such restrictions and/or conditions; and if adjudged by a Court proper jurisdiction in violation of said restitution then shall pay all attorneys' 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 attorneys' fees to be fixed by the Court. The amount of said fees, costs and expenses allowed 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 of which is fixed by statute.

3. Invalidation of any aspect of these restrictions by judgement or court order shall in no way 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 there for a term of forty years from the date that this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument is signed by two-thirds (2/3) of the owners of subject lots has been recorded, agreeing to amend or change said covenants and restrictions.

B. DEED RESTRICTIONS

1. The Developer does hereby publish, declare and deed restrict all the lots and property within the subdivision as follows:

- a. Driveway shall be surfaced with concrete or concrete aggregate from the garage to the public street surface.
- b. Culverts under driveways must include concrete head walls.
- c. Accessory buildings must match the main dwelling unless the building is less than 8 X 12. No accessory building should be higher than the peak of the main dwelling.
- d. Only earth tone colors and neutral colors (light yellow, white, light blue) will be used on the exterior of each dwelling. Bright colors are prohibited.
- e. No temporary dwelling, shop, trailer, or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos, which may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot except that the builder or contractor may have temporary improvements.
- f. None of the lots shall be subdivided into smaller lots. Lots may not be replatted so as to create from the total combined replatted lots more separate building's sites or lots than existed in the original platting of said combined lots.
- g. 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.
- h. Each residence shall have a garage suitable for parking not less than two (2) standard size automobiles.
- i. No boat, marine craft, hover craft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, or similar vehicle or equipment may be parked for storage in the driveway or front yard of this subdivision without the prior written approval of the Architectural Control Committee, except for temporary parking incident to the contemporaneous use of such vehicles or object, nor shall same be left parked on any lot unless parked inside the garage, or unless effectively screened from public view, or unless enclosed by some enclosure approved by the Architectural Control Committee. All vehicles parked on any lot must be capable of being moved and must have a current registration and inspection certificate. All residents are required to park their vehicles in the garage or on driveways. The number of vehicles parked on the driveway and in the garage is limited to four (4). No commercial vehicles of class three (3) or larger are permitted to be parked in the subdivision or backyards or on the streets at anytime unless the commercial vehicles are being used during the construction of homes or rendering services or repairs to home.
- j. No animal, livestock or poultry of any kind shall be raised, bred or kept on any property in the Addition except that dogs, cats, or other household pets may be kept. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guineas, fowls, ducks, chickens, turkeys, skunks or any other animal that may interfere with the quietude, health or safety of the community.

No more than three (3) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet Owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

k. No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. All utility meters, equipment, air-conditioning compressors, air-conditioning and heating units and similar items must be visually screened from the street and adjoining lots.

l. No antennas shall be permitted on a lot except antennas for AM or FM radio reception and UHF and VHF television reception. A satellite dish may be located on the lot so long as it is screened from public view. No use shall be made of a lot or structure thereof for any type of radio or television or similar broadcasting system.

m. No sign of any kind shall be displayed to the public view on the lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale during construction and sales periods.

n. No carport shall be permitted on a lot.

o. No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

p. The total exterior wall area of each building constructed on a lot shall be not less than eighty (80%) percent brick, brick veneer, stone, stone veneer, masonry. Windows, doors, and similar openings are excluded in the calculation of the total exterior wall area. No plywood shall be used on the exterior wall. Roofing shall be in earth tone colors and composed of man-made slate, or a minimum of 25 year four (4) tab composition shingles. All roofs shall have a minimum of eight (8) to twelve (12) pitch. No front elevations shall have all 8 ft. plate lines. A minimum of 8 ft. and 9 ft. plates will be required.

q. The homeowner shall have the primary and ultimate responsibility for keeping the construction site in an acceptably neat and orderly manner. "NEAT AND ORDERLY" shall be defined as "a work-site where debris is not unnecessarily unsightly, annoying, a nuisance, a distraction to the neighboring homes, or be an undue eyesore to any prospective buyer interested in the subdivision." All dwellings and other structures must be kept in a reasonably good state of painting and repair, and must be maintained so as not to become unsightly. Driveway culverts are to be installed prior to construction-beginning on houses. The unloading of all materials must be done on the lots to protect the streets.

r. All trash, ashes, residues, and garbage must be collected in suitable containers, and removed from the subdivision 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 subdivision, or allowed to remain thereon. All garbage cans and similar receptacles and other garbage containers shall be kept inside the garage at all times except that they may be placed on the street curb abutting the Lot on those days designated by the City of Palmer, Texas, as trash collection days; provided, however, such trash must be kept neatly contained in a sanitary, tightly sealed metal.

s. Fencing of Lots: All fences are to be six (6) feet tall and be stockade type with posts being treated lumber or galvanized steel. Fences facing the streets will be constructed so no posts or horizontal material used for fastening can be viewed from the streets. All fences must stay within the home set back ordinances from the street. All fences built on

corner lots must abide by city ordinances and be constructed so as not to block intersection views by vehicle traffic. It is the home owner's obligation to keep fences maintained and stained on their lot. Fences must be approved by the Architectural Control Committee.

t. Engaging in a trade or business on the subject lot is prohibited, as also is any activity which may become an annoyance or nuisance to the neighborhood.

u. There shall be no drying of clothing out of doors nor clothes' lines suitable for the drying of clothing will be permitted in this subdivision.

v. Landscaping: All front yards are to have sod or hydro mulch planted after home construction is completed. Seasonal planting times are acceptable and are to be approved by the Architectural Control Committee. All front yards are to have the following: one (1) two-inch or larger caliber trees, five (5) five-gallon plants or shrubs, and ten(10) one-gallon plants or shrubs. 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 judgement, and the owner of the property shall be obligated to reimburse it 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 of Ellis County, Texas.

w. Single-Family Use: Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or not more that tow unrelated persons living together as a single housekeeping unit.

x. No out building, shop house trailer, or residence of a temporary character shall be permitted. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvement.

y. New structures shall be erected on and permitted to remain in the addition. No structures may be moved into the addition. Owner of said lot has ten (10) months to complete construction from commencement of construction.

z. Specifically exempted from the provisions of this section are activities by the developer or lot owners 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 developer are completed.

aa. The Developer will provide the City of Palmer, Texas, a copy of the Deed Restrictions filed with Ellis County.

C. MISCELLANEOUS COVENANTS AND RESTRICTIONS

- Concrete Head Walls:
All culverts under driveways and public right-of-ways must have concrete Head walls.
- Culvert Size:
Culvert size for driveways and public right-of-ways will be determined via the drainage study and approved by the City Engineer.
- Modifications:
These Covenants and Restrictions may not be amended without the approval of all each property owner of the subdivision and the City Council of the City of Palmer, Texas, and on recommendation of the Architectural Control Committee.
- Governing Laws:
This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Texas, and the Ordinance of the City of Palmer, Texas. Venues for any proceeding under this Agreement shall be in Ellis County, Texas.
- Counterparts:
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall construe as a single instrument.
- Captions:
The captions used for the paragraphs are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of this Agreement or any paragraph hereof.

D. ARCHITECTURAL CONTROL COMMITTEE

1. No structure shall be erected, placed, or altered on any lot until the construction plans, specification and a plat 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 shall 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 or quantity of masonry to be used. Lots purchased from developer cannot be resold without the approval of the Architectural Control Committee.
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 thirty (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, so elected, shall be composed of four (4) members, namely Jack Witt, Brett Witt, Troy Priddy, and Matt Dillon, 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 or member 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. Each member of the Architectural Control Committee shall serve for a period of one (1) year, unless said term is terminated earlier by a majority vote of the Committee members.
4. When seventy-five (75%) percent of the total subdivision lots have been sold, the Architectural Control Committee shall be composed of four (4) members elected from those individuals who have previously purchased subdivision lots, each member to serve for a period of one (1) year. Each lot shall be entitled to one vote.

EXECUTED this 14th day of MAY, 2003.

OWNER AND DEVELOPER
MEADOWS OF PALMER, LTD.

By: Jack C. Witt
Jack C. Witt, Member

ARCHITECTURAL CONTROL COMMITTEE

Jack Witt
JACK WITT

Brett Witt
BRETT WITT

Troy Priddy
TROY PRIDDY

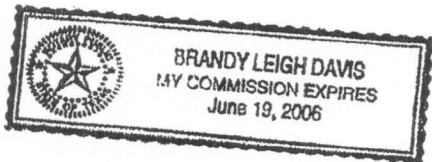
Matt Dillon
MATT DILLON

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS)
)
ELLIS COUNTY)

This instrument was acknowledged before me on this 14th day of MAY, 2003 by JACK WITT, Member of MEADOWS OF PALMER, LTD., a State of Texas Limited Liability Corporation, on behalf of said corporation.

Brandy Leigh Davis
NOTARY PUBLIC, STATE OF TEXAS
NOTARY'S NAME:



June 16, 2006
NOTARY'S COMMISSION EXPIRES:



A PHASED DEVELOPMENT AT MOUNTAIN HILLS TRAILS
The Meadows of Palmer
 GREAT COUNTRY CHARM
 Ph: 972-845-3950

FIGURE 2 - PHASE 1A - PLAN