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STATE OF TEXAS  
COUNTY OF HUNT

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This Declaration is made on the date hereinafter set forth by MICHAEL L. HEINE AND KATHLEEN M. HEINE, (hereinafter Declarants);

WITNESSETH:

WHEREAS, Declarant are the owners of that certain land of which is more fully described by metes and bounds on Exhibit "A" attached hereto, to which reference is made for all pertinent purposes;

WHEREAS, Declarant have caused said land to be subdivided into a subdivision known as Buffalo Creek Addition, an Addition in Hunt County, Texas and have adopted a uniform plan or scheme of development for said Addition, and desires to evidence the same by imposing thereupon covenants, conditions and restrictions designated to insure the orderly development of the Addition in accordance with the plan or scheme of development which Declarant have adopted.

NOW, THEREFORE, Declarant hereby declare that the property described herein shall be held, sold and conveyed subject to the restrictions, covenants and conditions applicable to each party thereof as hereafter set out, which, taken together, are consistent with the general plan or scheme of development of the property developed by Declarant and for the purpose of protecting the value and desirability of and which shall run with the real property as hereafter set out and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

SECTION I

PERMITTED USES AND RESTRICTIONS APPLICABLE  
TO THE BUFFALO CREEK ADDITION

The following are the permitted uses and restrictions applicable to and binding upon all lots in the Buffalo Creek Addition, identified by the plat as recorded in the Real Property Records of Hunt County, Texas

1. DESIGNATED USE

All lots within the Addition shall be used solely for residential purposes. Neither lot, nor any portion of a lot within the Addition shall ever be used for commercial, industrial,

retail, manufacturing, service for fee or for any other profit purpose.

## 2. LIMITATIONS OF DWELLINGS

No more than one (1) dwelling designed for human habitation shall ever be constructed on any lot or parcel as originally platted by declarant.

## 3. DWELLING QUALITY, SIZE AND LIMITATION; OTHER BUILDINGS

- A. All structures designed or intended for human habitation, referred to herein as a dwelling, shall be built, constructed and erected on site. Materials and construction techniques used for the erection of a dwelling shall be of the type, quality and workmanship commonly employed in the residential construction industry by skilled craftsmen who build fine-quality homes within the area. The exterior walls of any dwelling in the Addition must be composed entirely of some combination of: brick veneer; OSB; siding; stone; commercially cut, milled and finished logs; redwood or cedar siding twelve inches or less in width of tongue in groove and lapped variety; or glass. When wood or similar product that normally requires painting is used on eaves, doors, trim, etc, painting must be properly applied. When redwood or cedar are used on the exterior, such surfaces shall be painted, stained or preserved and may not remain unfinished wood. Spray-on clear-wood preservatives shall qualify as an exterior wood finish for redwood and cedar. Prefabricated, modular or off-site construction for move-on to the property or dwelling of any type that is built elsewhere for move-on to the property is forbidden. Only new lumber and building materials may be used in the structural and exterior part of any dwelling.
- B. All dwellings must have a minimum of Two Thousand (2000) square feet of heated and cooled living area (minimum floor area). The minimum floor area of the dwelling shall be not less than TwoThousand (2000) square feet for a one-story dwelling. The first floor of split-level and multi-level dwellings shall have no less than One Thousand Eight Hundred (1800) square feet.
- C. Dwellings shall be constructed only upon concrete foundation using either slab or pier and beam method of construction.
- D. The minimum roof elevation pitch of all dwellings shall not be less than three and one-half (3-1/2) inches and twelve (12) inches, meaning three and one-half (3-1/2) inches of rafter rise for every twelve (12) inches of roof joist length. Roof covering shall be of shingles (wood, asphalt, fiberglass, or other common types of roofing used on fine quality homes) or metal if metal roofing is manufactured metal roofing designed or

commonly used for dwellings. Wood shingles, if used, shall be fire retardant treated when installed and retreated as suggested according to standards adopted for wood shingles or manufacturer's specifications. Factory-unpainted sheet metal and/or corrugated metal of a type commonly used and primarily manufactured for farm barns are prohibited. No dome structures shall be permitted.

- E. All dwellings shall be accompanied by a fully enclosed garage capable of storing at least two (2) full size cars and must be built during the time allotted for the construction of the dwelling and must be constructed and finished in such a manner as to compliment the dwelling. The exterior of the garage must be of the same material as the exterior of the dwelling and the roof covering of the garage must be of the same materials as the roof covering of the dwelling. Garage roofs shall be hip and/or gable and shall never be composed of single-sided roofs and the roof pitch must meet the minimum required of the dwelling. The maximum size of any detached garage shall not be greater than twelve hundred (1200) square feet. Rooms may be constructed above the garage and may contain an additional twelve hundred (1200) square feet, but provided only in the cases where the dwelling is a two-story dwelling and provided the roof of said garage is not higher than the roof of the dwelling. All garages shall be built on concrete slab foundation.
- F. No structure other than one designed and primarily intended for human habitation built in accordance to the guidelines herein shall ever be used either temporarily or permanently as a residence on any lot except as herein otherwise specifically permitted in Paragraph 7. By way of illustration and not in limitation of the foregoing, no garage, barn, shed, storage room, tent, or other similar auxiliary structure shall ever be so used. However, Declarant shall be permitted a building not otherwise in compliance with this Declaration for use as a sales office as long as needed.
- G. Other than a detached garage, no lot shall have constructed upon it more than one (1) auxiliary building and it shall not exceed eighteen hundred (1800) square feet without any significant roof extensions extending beyond the foundation in an attempt to get additional area. Any auxiliary building containing more than one-hundred fifty (150) square feet must be constructed upon a concrete slab or concrete pier and beam foundation. All auxiliary buildings shall have gable and/or hip roofs (no single sided roofs to be allowed) and no part of the roof may be higher than the highest point of the dwelling. The roof and exterior walls of any auxiliary building must be constructed from the same materials as the roof and exterior walls of the dwelling placed on the same lot or the roof and walls may be composed of factory-painted metal such as is common on professionally

built commercial buildings, in which cases the color of the roof and walls shall compliment the color of the roof and walls of the dwelling. Only new building materials may be used in the structural and exterior part of any auxiliary building, and such buildings may be used for storage, hobby, additional garage, game room, or other uses not specifically prohibited herein. The exterior of any auxiliary building must be completely enclosed, including gables. No open carports shall be permitted. Any auxiliary building greater in size than one-hundred fifty (150) square feet shall be erected on the lot on which it is to reside. All auxiliary buildings over six-hundred (600) square feet shall not be built closer to the dwelling than forty (40) feet.

#### 4. SETBACK LINES

All dwellings must, at least generally, face a public road that adjoins the lot and all dwellings and all other buildings shall be located at a distance of not less than twenty five (25) feet from the edge of any public road that borders the lot and not less than ten (10) feet from the remaining property lines. Any building other than a detached garage must be located at a greater distance from the edge of any adjoining public roadway than the dwelling on such lots. Garages must not be built closer to the road fronting the dwelling than the dwelling. An owner of two adjoining lots may build on the common boundary between the two lots without considering the common boundary in setback requirements. For purposes of this covenant, eaves, steps and open porches are considered as a part of any building.

#### 5. ANIMALS

Cattle, horses, animals raised for human consumption, and other common farm animals other than swine may be maintained on the Property subject to limitations herein. Any hog, hogs, or swine shall never be placed, kept, or maintained on any portion of the Property. No more than two (2) dogs, cats and other household pets, the total combined number of all other animals maintained on the Property shall not be greater than one (1) animal for each one (1) acre contained within the boundaries of each lot or parcel. Owners of adjoining parcels may use their total combined acreage to calculate their number of animals permitted. Only those animals specifically allowed herein, subject to the numbers allowed herein, are permitted to ever be on the property. No dog kennel operation of any type shall ever be placed, kept or permitted to remain on any portion of the property. ANIMALS SHALL NOT BE ALLOWED TO ROAM UNRESTRICTED. DOGS THAT CHRONICALLY BARK AS WELL AS VICIOUS DOGS ARE PROHIBITED. Animals that require a license to own or other animals that are a hazard to the occupants of the additions are prohibited.

#### 6. FENCES

No fence shall be greater in height than six (6) feet. Fences must be built of

new materials unless approved of Declarant or their assigns and barb wire fences shall not be built closer than 100 feet to any dwelling on the same lot.

#### 7. TEMPORARY OCCUPANCY

A motorhome or travel trailer or a camper trailer may be placed on a lot for a period not to exceed seven (7) days in any calendar month for use as a temporary residence prior to the construction of the main dwelling or residence upon the lot. A motorhome or a travel trailer or a camper trailer may further be used as a residence during the period required for the construction of the main dwelling or residence upon the lot not to exceed eight (8) calendar months. After the construction of the main dwelling or residence upon the lot an appropriately licensed, equipped, and registered motor home, travel trailer or camper trailer may be stored upon the lot provided it is not used either temporarily or permanently as a residence and is always capable and legal for immediate travel and movement upon the public highways of the State of Texas. Except as herein expressly set out no motor home, travel trailer, or camper trailer may be placed or kept on any lot, nor may such ever be used as a residence on any lot except as defined herein. Only one of the above may be stored or kept on any lot at any time, and after completion of the dwelling, must be kept to the rear of the dwelling and at least twenty (20) feet from the side lot lines.

#### 8. PROMPT COMPLETION OF IMPROVEMENTS AFTER COMMENCEMENT

All dwellings, auxiliary buildings and other structures including fences shall be completed within eight (8) months of commencement. No auxiliary building or any other structure or fence shall be erected, placed or permitted to remain upon any lot until after the completion of the dwelling to be erected upon the lot. Except as may be legitimately required during the construction of improvements, no discarded materials, objects, or rubbish and other similar materials or clutter shall ever be placed, stored or permitted to remain upon the property. Except for objects in daily use (automobiles, motorcycles, and other vehicles), or as set out in Section I Paragraph 7 hereof, no storage of property of any kind or character shall ever be placed or permitted to remain upon the property unless stored inside any enclosed auxiliary building located and constructed in compliance with the terms and provisions of this Declaration.

#### 9. TRASH, RUBBISH AND DEBRIS

Trash, rubbish or debris of any kind shall not be permitted to accumulate on any portion of the property, and odors shall not be permitted to arise so as to indicate an unsightly or unsanitary condition exists. Garbage containers must be kept out of public view.

#### 10. SANITATION AND WASTE DISPOSAL SYSTEMS

Treatment of human waste must be carried out in compliance with any and all regulatory agencies with the authority to regulate such matters. No outside toilet shall be installed

or maintained on any lot and all plumbing shall be connected with a septic tank and adequate drain field, constructed and installed in accordance with the health regulations of Hunt County and of any other governmental authority having jurisdiction. Such installations shall be constructed and maintained by the owner of the lot upon which the same is situated so that no effluent from the same shall ever drain or flow upon the ground surface or drain in such manner above the surface that it will cause any degree of pollution.

#### 11. RESTRICTION AGAINST POLLUTION OF WATER

In the interest of public health and sanitation, and so that the property and all other land in the same locality may be benefited by a decrease in the hazards of subsurface water and stream and run-off water pollution, no use, purpose or activity may be conducted on the property that will result in the pollution of any waterway, water supply, subsurface water or run-off or other water that flows through or adjacent to the property by refuse, sewage, or other material that might tend to pollute.

#### 12. HAZARDOUS OR TOXIC CHEMICALS OR COMPOUNDS

No dangerous, hazardous or toxic chemical compound may be stored, used or employed on the premises in any quantities other than those which are normally and typically used for household, landscaping and yard maintenance, or household pet care.

#### 13. BILLBOARDS

Signs, billboards or advertising devices of any kind except those used by Declarant in advertising the property for sale or used in any subsequent sale of the property, excluding common yard signs, political signs, placards and the like, are prohibited. Excluding signs used by Declarant, signs shall never be greater in size than seven (7) square feet

#### 14. NUISANCES

Activity or behavior that is an obvious nuisance to the surrounding area shall not be permitted.

#### 15. RESTRICTION AGAINST OFFENSIVE OR DANGEROUS ACTIVITIES

Offensive, dangerous, noxious, illegal or other use detrimental to the property or its inhabitants or to land in the vicinity of the property or its inhabitants is prohibited.

#### 16. RESTRICTION AGAINST DISABLED AUTOMOBILES AND OTHER ITEMS

Disabled automobiles or motor vehicles, motor vehicle parts, machinery, equipment or parts thereof including disabled or inoperable tractors or farm equipment shall never be

placed or permitted to remain upon any lot unless stored and enclosed within an auxiliary building designed and built according to the guidelines and limitations of this document.

#### 17. VEHICLE STORAGE

Except as may be necessary during construction of improvements and except as set out in Section I, Paragraph 7, trucks larger than one ton capacity rating, tractor trailers, earthmoving equipment, or similar vehicles whether operable or inoperable shall never be placed, stored, parked or permitted to remain upon any lot. No vehicle of any type shall ever be parked, placed or permitted to remain upon any public right of way within the Addition. On a constant or almost-daily basis, no more than four (4) automobiles may be kept or parked on any lot unless parked inside a garage or auxiliary building built in accordance with the guidelines given herein.

#### 18. NO FIRING RANGE

No firing range, shooting gallery, target range, or other area designed for the frequent discharge of firearms shall ever be placed or permitted to remain upon any portion of the property, nor may firearms be discharged on any portion of the property.

#### 19. RADIO AND TELEVISION EQUIPMENT AND ANTENNA

Any radio and/or television antenna erected on any lot shall not extend more than 30 feet above the highest part of the roof of the residence built on the lot. No radio or broadcast equipment or antenna used to send or receive a radio or television or other signal or frequency shall be used in a manner to interfere with standard radio and television reception. All such devices shall be located to the rear of the dwelling. However, no such device that is obviously out of place, oversized, distasteful, or a detriment to the beauty and design of the neighborhood shall be placed on any lot.

#### 20. PROPERTY MAINTENANCE

Landscaping and lawn care shall be eye pleasing. If a lot owner fails to mow and neatly maintain such owner's lawn, the Declarants or their assigns may mow and maintain the lawn and recover reimbursement for actual expenses incurred in maintenance of the lawn and shall be able to establish a lien against the property if not reimbursed in due time. Lot owners shall not allow any portion of their lot to become unkempt to the point that it is an obvious eyesore to the neighborhood.

#### 21. MINING

No lot may be used for drilling, other than water wells for domestic water use limited to the lot, and mining, including the sale or removal of surface or sub-soil, is prohibited.

## 22. PONDS / SWIMMING POOLS

Any pond or earthen water impoundment must be constructed in such a manner that no part of such is closer than seventy-five (75) feet from the dwelling on the same lot and must also be constructed in such a manner that no part of the dam or waters edge is ever closer than twenty-five (25) feet from any property line. The dam from such a pond must be professionally finished and sloped to a gentle grade and must be done in such a manner that it is not an obvious eyesore to the neighborhood. All work on such a project must be complete within sixty (60) days of commencement, subject only to days lost to inclement weather. Ponds or earthen water impoundments are specifically prohibited from being constructed on lots of less than one and a half (1.5) acres. Owners that own adjoining lots that represent combined acreage of such size shall meet such qualification. Standard, commercially installed swimming pools must be installed in a professional manner and completed within the same time requirement that is herein given for the completion of the dwelling, (six months). Any swimming pool must meet the setback requirements from the front, side and rear lot lines as is required of an auxiliary building.

## 23. LOCATION OF UTILITIES

All common or community utilities and those servicing a lot from the common source shall be located and installed underground in accordance with local safety codes and ordinances or other standard and applicable safety codes or requirements. No power servicing poles or overhead power lines may remain on any lot beyond the construction of improvements. Any propane tanks must be installed underground or to the rear of the dwelling so as not to be visible from the front elevation of the dwelling.

## 24. DRAINAGE

No lot surface may be altered in any manner so as to impede the effective and efficient drainage of water from roadways as designed or installed by Declarant.

## 25. EXTERIOR LIGHTING

Exterior safety lighting may be used, but shall not be of such brightness or intensity to be intrusive or an annoyance to other lots.

## 26. DRIVEWAY

All driveways in the Addition shall be located two (2) feet or more from the interior or Side boundary line of the lot and shall be surfaced with concrete, asphalt, washed stone, oiled topping or other similar substance that does not produce excessive dust or pollution. Driveways shall be constructed within the time frame provided for completion of the residence; meaning they must be complete within six months from the date of the commencement of the dwelling.

## 27. OWNERS' OBLIGATION TO REPAIR

Each Owner will, at such owner's sole cost and expense, maintain and repair such Owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

## 28. OWNERS' OBLIGATION TO REBUILD

If a residence is damaged or partially destroyed by fire or other casualty, it will be the duty of the Owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction will be undertaken within one hundred twenty (120) days after the damage occurs, and will be completed within two hundred forty-five (245) days after the damage occurs, unless prevented by causes beyond the control of the Owner.

## 29. CERTAIN OBJECTS PROHIBITED

Other than the dwelling and other buildings permitted herein, no object, structure, statue, artwork, or any other thing may be placed on any lot in open view that is obviously objectionable and controversial and distasteful and demeaning to the Addition as determined by the majority of the owners in the Addition.

## 30. DRIVEWAY ENTRANCES:

All Driveway entrances that require a culvert for drainage must be a minimum of 15 inches.

## 31. ADDITIONAL PROVISIONS

Until lots are initially sold by Declarant, Declarant retains the right to reconfigure, change or combine any lot or lots and Declarant does further retain the rights to designate any lot or lots that they may then own as any areas of access to any land which Declarant may own or acquire.

## SECTION II

### GENERAL PROVISIONS

#### 1. ENFORCEMENT

The restrictions herein set forth shall run with the land and bind Declarant except as otherwise provided, their successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the Declarant, their

successors and assigns, to conform to and observe said restrictions as to the use of said property and the construction of improvements hereon. Enforcement of the restrictions rests with a homeowners association (if organized) or by any lot owner or group of lot owners in any of the modes provided by law including that provided by Chapter 202 Texas Property Code as well as by suit for injunction or damages in the District Courts of Hunt County, Texas. The failure to enforce any of the restrictions herein set forth shall in no event be deemed a waiver of the right to subsequently enforce such restrictions or of the right to enforce other provisions.

## 2. INVALIDATION

The invalidation of any of the covenants or restrictions set forth herein by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

## 3. DURATION AND AMENDMENT BY PROPERTY OWNERS

All of the restrictions set forth herein shall continue and be binding for a period of twenty-five (25) years from the date of this instrument and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the Owners of three-fourths (3/4) of the property may, at the end of such twenty-five (25) year term or at the end of any successive ten (10) year period thereafter, vacate or modify all or any part of this Declaration.