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Suraco Title #23.00
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Eldorado Development

**DECLARATION OF COVENANTS AND RESTRICTIONS
COUNTRY MEADOWS ADDITION SECTION III, PHASE A
MANSFIELD, TARRANT COUNTY, TEXAS**

THIS DECLARATION, made on this 15th day of May, 2001, by ELDORADO DEVELOPMENT CORPORATION, hereinafter called Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article II of this Declaration and desires to create thereon a residential community; and

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

NOW, THEREFORE, Declarant declares that the real property referred to in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

- (a) "Properties" shall mean and refer to all the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration.
- (b) "Lot(s)" shall mean and refer to any plot(s) or tract(s) of land shown upon any recorded subdivision map of the Properties, together with any and all improvements that are now or may hereafter be constructed thereon.
- (c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage or other security device shall not mean or refer to any mortgagee or trustee under the Deed of Trust unless and until such mortgage or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (d) "Declarant" shall mean and refer to ELDORADO DEVELOPMENT CORPORATION, its successors and any assignee other than an Owner, who shall

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receive by assignment from said ELDORADO DEVELOPMENT CORPORATION, all, or a portion, of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

- (c) "ARC," Architectural Control Committee shall mean and refer to the Developer, NATHAN A. WATSON.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real properties which are, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (hereinafter defined as "Properties") are located in Tarrant County, State of Texas, and are more particularly described as follows: Lots 1 through 16, Block 1; Lots 1 through 21, Block 2; Lots 7 through 27, Block 3; Lots 1 through 44, Block 4; Lots 1 through 13, Block 5; Lots 1 through 29, Block 6; Lots 15 through 28, Block 7; Lots 21 through 26, Block 11, COUNTRY MEADOWS, PHASE III, an Addition to the City of Mansfield, Tarrant County, Texas, according to the Plat and Dedication recorded in Cabinet A, Slide 6602, Plat Records, Tarrant County, Texas

ARTICLE III

PROTECTIVE COVENANTS

Section 1. The Properties (and the improvements situated thereon) shall be occupied and used as follows:

- (a) Each Lot shall be used exclusively for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium, doctor's office or multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part hereof. No improvement or structure whatever, other than a first-class private dwelling house, patio walls, swimming pool and customary outbuildings, garage, servant's quarters or guest house may be erected, placed or maintained on any Lot. All parking spaces shall be used exclusively for the parking of vehicles of one (1) ton or less gross curb weight. Notwithstanding the foregoing or anything contained elsewhere in this instrument to the contrary, during the period of construction and sale of improvements on the Lots, a homebuilder or homebuilding company may use the lots for all activities it determines are necessary, convenient or incidental to its construction and sales activities including, without limitation, the right to carry on sales and promotional activities; the right to place signs advertising its homes for sale; and the right to construct and operate or place on the Lots,

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All windows facing streets shall have blinds and drapes within 30 days of closing.

All garages may be attached or detached, and may be front, side, swing, or rear entry, and shall be a two (2) car garage, at minimum

In the event a satellite dish structure is erected on a lot, such structure shall be screened from view so that it may not be seen from the street on which the residence faces



All outdoor storage buildings must be constructed with like materials as the primary dwelling, with the same percentage of masonry materials as the primary dwelling.



All exterior paint must be approved by Architectural Control Committee.

No temporary structure of any kind shall be erected or placed on any lot embraced by these covenants except that outdoor storage buildings of less than six (6) feet in height and not to exceed 100 square foot of floor space and screened by a wooden fence or screened by acceptable landscaping material so that they may not be seen from the street or any adjoining lots on which the house faces shall be permitted, and in no instance shall more than one residence dwelling be erected or placed on any one lot, provided however, that any person constructing any improvement permitted hereunder may erect temporary buildings to be used in any such construction, provided they are removed at the time of completion of such construction. Developer, so long as he owns fee simple title to any lot, shall have the right, but not the obligation, to require that any temporary structure be removed, or relocated, if in his judgment such temporary structure is in violation of these covenants

Section 3. No residential structure shall be erected or placed on any Lot which has minimum lot width and size less than shown on the recorded plat; provided, however, that Declarant may revise the width and size of any supplemental plat filed of record, within limitations of the then applicable city ordinances and zoning regulations of the City of Mansfield, Texas.

Section 4 Easements for installation, maintenance, repair and removal of underground utilities and drainage facilities and floodway easements are reserved by Declarant as shown on the recorded plat of the Properties, the provisions of said plat pertaining to use of land situated within such utility and floodway easements being hereby referred to for all purposes. Full rights of ingress and egress shall be had by Declarant, any municipal authority having jurisdiction over the Properties and any utility company which provides utilities to the Properties, at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Declarant, or any utility company or municipality, or any of its agents or servants are hereby waived by the Owners. The easement area of each lot and all improvements shall be maintained continuously by the owner of the lot except for the improvements for which a public authority or utility company responsible.

PHOTOGRAPH - COUNTRY - 2005

Section 5 No structure of a temporary character, mobile or motor home, trailer, including boat trailer, basement, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. All vehicles must be parked behind front property line. No vehicles may be parked in street overnight.

Section 6 No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or any alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

No building or wall shall be erected or placed on any lot nearer to the street line than the front building line of any dwelling or residence.

All fencing shall not exceed six (6) feet in height above the ground.

Chain link or other wire fencing shall not be constructed on any lot.

All fences wheresoever located shall be subject to the approval of the Developer. In the event the Developer does not own any property in Country Meadows Phase III Addition, such right of approval shall transfer to the owner of the lots immediately adjacent to the lot in question.

Developer and/or builder shall incur no liability to any property owner because of its approval or disapproval of any structure or fencing.

Section 7. A motor home, motor home camper or similar RV, motor boat, trailer, camper trailer, pickup coach, house boat or other similar waterborne vehicles maintained, stored or kept on any parcel of property covered by these Covenants and restrictions only if housed and screened from view by the street and adjoining lots, completely behind a solid fence located behind the building line and screened from view by the street and adjoining lots. Under no circumstances shall any motor home, motor home camper or similar RV, motor boat, trailer, camper trailer, pickup coach, house boat or other similar waterborne vehicles be kept or stored on any street or driveway.



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ARTICLE IV

GENERAL PROVISIONS

Section 1. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots and bearing the written approval of the appropriate agency or subdivision of the City of Mansfield, Texas has been recorded, agreeing to abolish said Covenants and Restrictions in whole or in part; provided however, that no such agreements to change shall be effective until the date of such change; provided further, that no such agreements to change shall be applicable to existing buildings on the Properties.

Section 2. Notwithstanding any other provision hereof, Developer reserves the right (upon application and request of the Owner of any Lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant Owner by Developer) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of the Developer such action be necessary to relieve hardship or permit good architectural planning to be affected.

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Developer also reserves the right to redivide and replat any of the property shown on the Plat of any Lot now or hereafter recorded for any Lot or The Property at any time in question owned by the Developer without any notice or consent of any other owner

Developer also reserves the right to add by supplemental declaration to these covenants, any adjoining property, now or hereinafter owned or acquired by Developer, without any prior notice or consent of any other owner within the Property subject to this declaration

Section 3 Except as provided in Section 1 and Section 2 of this Article IV, the Covenants and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the ninety percent (90%) consent of the Owners evidenced by a document in writing bearing each of their signatures during the last thirty (30) year period following the date of this Declaration, and thereafter by a document signed by not less than seventy-five percent (75%) of the Owners.

Section 4 Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages against the land; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter

Section 5 Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6 Reference in deed of conveyance or in any mortgage or trust deeds or other evidences of obligation to the Covenants and Restrictions described in this Declaration and the easements described in the recorded subdivision plats shall be sufficient to create and reserve such easements, covenants and restrictions to the respective grantees, mortgagees or trustees of any Lots as fully and completely as though such easements, covenants and restrictions were fully cited and set forth in their entirety in such documents.

Section 7 If for any reason Declarant is unable to unwilling to act, Declarant may appoint a replacement, which Declarant may be either an individual, corporation or an agent of the Declarant.

IN WITNESS WHEREOF, ELDORADO DEVELOPMENT CORPORATION, being the Declarant herein, has executed this instrument as of the day and year first written above

ELDORADO DEVELOPMENT CORPORATION

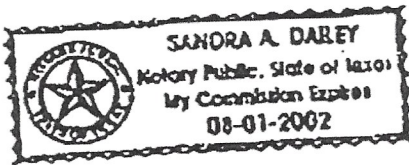
By Nathan A. Watson

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THE STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on this the 15 day of May,
2001 by Nathan Watson the President of ELDORADO DEVELOPMENT
CORPORATION on behalf of said corporation

Sandra Darey
NOTARY PUBLIC, STATE OF TEXAS



After Recording
Return to:
Nathan A. Watson Company
P.O. Box 170155
Arlington Texas 76003

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D201109055
NATHAN A WATSON CO
P O BOX 170155
ARLINGTON TX 76003

WARNING--THIS IS PART OF THE OFFICIAL RECORD--DO NOT DESTROY

INDEXED--TARRANT COUNTY TEXAS
SUZANNE HENDERSON--COUNTY CLERK
OFFICIAL RECEIPT

TO: NATHAN A WATSON CO

RECEIPT NO REGISTER RECD-BY PRINTED DATE TIME
201229266 DR91 CAP 05/16/2001 12:08

INSTRUMENT FEES INDEXED TIME
1 D201109055 WD 20010516 12:08 CK 7233

TOTAL : DOCUMENTS: 01 FEES: 23.00

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ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.