

COUNTRY MEADOWS ESTATES  
PROPERTY RESTRICTIONS

THE STATE OF TEXAS  
COUNTY OF MILAM

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, PEGGYJAN, LLP INTENDS TO SEE THE DEVELOPMENT OF THIS PROPERTY SERVE THE MAXIMUM BENEFIT AND PLEASURE OF THE OWNERS OF TRACTS AND HOMES IN THE AREA TO WHICH REFERRED, AND INTEND TO MAINTAIN THE PROPERTY VALUES THEREOF, AND DO THEREBY SET FORTH THESE PROTECTIVE AND RESTRICTIVE COVENANTS REGARDING THE USE OF SAID LAND,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Peggyjan LLP hereby makes and file the following declarations, reservations, protective covenants, limitations, conditions, and restrictions regarding the use of the tracts located in COUNTRY MEADOWS ESTATES as shown by the plat of record in Plat Cabinet.

Milam County Subdivision Records, the structures to be placed thereupon, and the development of the area in its entirety, as follows:

Re-subdivision: In no event shall any lot ever be re-subdivided. Only one (1) single-family dwelling shall be erected or placed on one (1) lot. A lot may be cut into two parts where it is to be added to or used in conjunction with an adjoining lot or lots.

Mobile Homes: No mobile homes will be permitted on any lot at any time for any purpose.

Permanent Homes: All permanent homes and other structures or buildings must be of all new construction. All one-story homes shall contain a minimum of 2000 square feet of living area, exclusive of garages, carports and porches. Two-story homes shall contain a minimum of 2500 square feet of living area, exclusive of garages, carports and porches. One hundred (100%) percent of the outside construction of any one-story home shall be of brick or stone. All two-story homes shall contain one hundred (100%) percent masonry construction with seventy-five (75%) percent being brick or stone. Window and door openings shall be excluded from the total area of exterior walls in computing the percentage of this requirement.

Garages: All garages or carports may be constructed with front, side or rear entry.

Separate Structures: Any detached building, garage, carport, shed or structure or addition to first residence must be of all new material and be of equal construction and architectural design as the residence.

Setback Requirements: No buildings or structures of any nature shall be located on any lot closer than twenty-five (25) feet from the front property line, nor closer than ten (10) feet to any side or back property line. Variations from this requirement may be granted in individual cases where tract size or

topography makes this requirement impractical but any such variation must have the prior written approval of Peggyjan, LLP, their successors or assigns.

Time for Completion: Any dwelling or other structure or building commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction.

Temporary Structures: No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence or dwelling, either temporarily or permanently without permission of Peggyjan, LLP, their successors or assigns.

Repair and Upkeep: All residences and other buildings must be kept in a good state of repair, and must be painted or otherwise restored when necessary to preserve the attractiveness thereof.

Storage of Trash and Weeds: No tract shall ever be used for outside, unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not readily visible from the street.

Parking: No parking of automobiles or any type vehicles will be allowed within the 25 foot right-of-way of any street or road in the subdivision at any time.

Unused Cars: Cars or other vehicles may not be stored on any tract in the subdivision nor shall any car or vehicles that is not in running condition and regularly used be allowed to remain on any tract for more than one week. No repairing of motor vehicles shall be permitted on any tract.

Pets: Dogs, cats or other household pets not to exceed a total of four in number (exclusive of unweaned offspring) may be kept on any tract as long as they are not kept, bred or maintained for any commercial purpose.

Fences: All fencing shall enhance the appearance of a residential development. No fence at all will be permitted nearer any street line than the front most part of the house. Variation from these fencing requirements may be granted in individual cases where the tract size or topography or other conditions make these requirements impractical but such variation must have the prior written approval of Peggyjan, LLP, their successors or assigns.

Signs: Except for one sign of not more than two (2) square feet advertising the property for sale, no signs of any kind shall be displayed to the public view from any tract. However, signs used by a contractor or other builder to advertise the property, during the course of construction and for a reasonable sales period thereafter, may be displayed on said tract.

Noxious Activity: No noxious or offensive activity shall be carried on or maintained on any tract, nor shall anything be done thereon which may be or become a nuisance in the neighborhood.

Firearms: The use or discharge of any type of firearm is expressly prohibited within the subdivision.

Boats and Trailers: No boats, boat trailers, travel trailers or other similar property shall be allowed to remain in the driveway or front yard or any other location on any lot which is in full view of the street.

Enforcement of Conditions and Restrictions: If any person or persons shall violate or attempt to violate these covenants, conditions and restrictions, or any of them, Peggyjan, LLP, their successors and assigns, or any person owning interest in any of the tracts in said subdivision, including mortgage interest may enforce these restrictions through a proceeding at law in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction, either to prevent or to correct such violation and to recover damages to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be paid in full by anyone violating these restrictions in the event the party bringing suit prevail.

Life of Covenants and Restrictions: These covenants and restrictions are indefinite and may be amended only if such change is ratified by a two-thirds (2/3) majority of property owners. One lot has one vote.

Invalidation: If any of the foregoing covenants, conditions and restrictions shall be invalidated by any judgment or other court order, the remaining covenants, conditions and restrictions shall not be affected thereby and shall remain in full force and effect.

COUNTRY MEADOWS ESTATES

\_\_\_\_\_  
Mike Richardson  
Peggyjan, LLP

Date \_\_\_\_\_

STATE OF TEXAS

COUNTY OF MILAM

Before me, \_\_\_\_\_ on  
This day personally appeared Mike Richardson/Peggyjan LLP known to me to be the person whose name  
is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed. Given under my hand and seal of office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2006

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Seal