

## PROTECTIVE COVENANTS

### KNOW ALL MEN BY THESE PRESENTS:

That Barbara M. Hicks, being the owner of all the property described on Schedule A attached, in order to provide for a general plan for the development, use and sale of the said property does by these presents impose upon said land the following covenants and restrictions, which shall run with the land and be binding upon and inure to the benefit of all present and future owners of the land and all persons claiming under them. Any tract owner or the Board as hereinafter defined may enjoin or abate any violation hereof by appropriate action at law or in equity, in which event the prevailing party shall recover costs incurred, together with reasonable attorney's fees.

1. No building shall be erected, altered, placed or permitted to remain on any tract other than single family dwellings and other buildings, such as garages, carports and accessory buildings, that are necessary and contributory to the overall development of the subject property. No structure on any tract, other than a fully completed single family dwelling shall be used as a dwelling.
2. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any portion of any tract, and the proposed location thereof, the construction material, the roofs and exterior color schemes, and any later changes or additions thereto shall be subject to and shall require the approval in writing of the Architectural Control Board, hereinafter called " Board ", as the same from time to time is composed, before any such work is commenced. The Board shall be composed of three (3) members to be appointed by Barbara M. Hicks. Any vacancies from time to time existing shall be filled by appointment of Barbara M. Hicks and shall be subject to removal by same.
3. There shall be submitted to the Board a letter of application for a permit to build, together with two complete sets of plans and specifications for any and all proposed improvements and alterations which are desired and no improvements of any kind shall be erected, placed or maintained upon any tract until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot areas (including any proposed rearrangement of the native vegetation), or other improvement proposed to be constructed, altered, placed or maintained, together with the plans for roofs and exteriors thereof. Such applications shall be accompanied by a reasonable filing fee to be determined and set by the Board, said fee to defray the Board's expenses and not to exceed seventy five dollars.
4. The Board shall approve or disapprove plans, specifications and details within forty-five (45) days after receipt thereof. One set of such plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy shall be retained by the Board for it's permanent files. The Board shall advise the applicant of the reason for the disapproval and suggest acceptable changes. In the event the Board fails to approve or disapprove any plans which have been submitted to it within forty-five (45) days from receipt thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.
5. The Board shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions, if the design or color scheme of the proposed improvements is not in harmony with the general

surroundings of the real property or with existing adjacent improvements and natural environment, if the plans and specifications submitted are incomplete, or in the event the Board deems the plans, specifications or details or any part thereof to be contrary to the interest, welfare or rights of owners of the tracts covered hereby. The decisions of the Board shall be final.

(B)

6. Neither the Board, nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

7. No structure shall be constructed that exceeds thirty (30) feet in height. The height of the structures shall be measured from the natural grade at the highest elevation beneath the structure to the highest point of the roof or any projection. The Board may grant a waiver of this requirement in the event that rigid adherence to this requirement would work undue hardship on the owner. The living area measured to the outside walls of the principal dwelling shall not be less than fourteen hundred (1400) square feet; should the dwelling be more than one (1) story in height the ground floor living area of such dwelling shall not be less than seven hundred (700) square feet except as provided further in this paragraph. The Board may permit a variance from the minimum square footage requirement but in consideration of this variance, consideration shall be given to a greater front setback than required herein. The Board shall have the authority to set up enclosing yards or patios.

8. Unless otherwise designated on the plat all tracts shall have the following building lines which shall be measured from the nearest projection of any portion of principal dwellings or other accessory buildings: A front setback of not less than fifty (50) feet in depth from the front tract line. All tracts shall have a rear setback of not less than twenty (20) feet in depth from the rear tract line. All tracts shall have a minimum side setback of twenty (20) feet in depth from the side boundary of the tract. Tracts with a side boundary facing on any street shall have a side setback of not less than thirty (30) feet in depth from the tract line contiguous with the street right-of-way. Notwithstanding any other provision hereof, nothing in these covenants shall be so interpreted as to prohibit the owner or owners of contiguous tracts from erecting dwelling units whether attached or detached in disregard of the common side or rear tract lines of said contiguous tract so long as the density of use which would be created by the construction shall not exceed the density of use which would be created by such contiguous tract and provided that such owner or owners shall not violate front yard setbacks hereinbefore set forth nor shall such owner or owners construct any such dwelling units closer than twenty (20) feet to any side tract line common with any tract not owned by said owner or owners.

9. No business or professional service of any nature shall be conducted on any tract, and no buildings or structure intended for or adapted to business or professional purposes, and no apartment house, double house, flat house, flat building, lodging house, roominghouse, hotel, hospital or sanitarium shall be erected, placed, permitted or maintained on any tract. No room or rooms in any principal residence, not any accessory buildings, or parts thereof, may be rented or leased to others by the owner or owners of any tract; nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire tract, together with its improvements.

10. No air conditioning condensing unit and fan, evaporative cooler or other object, which in the opinion of the Board is unsightly, shall be placed upon or above the roof of any dwelling or other building except where it is the Board and then only when, to the satisfaction of the Board, the same is not aesthetically objectionable and is otherwise in conformity with the overall development of the property.

M.W.  
1400 SQ FT

NO  
LEASING

screened from view from adjacent properties, and from the street. No obnoxious, offensive or illegal activities shall be carried on on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

24. Each developed single family residential tract shall contain sufficient parking space for at least one (1) automobile by one of the following means: (a) a garage or carport either attached to or detached from the main structure or (b) an exterior parking area screened from view of adjacent tracts.

25. Except as provided in paragraph 18, no motor home, trailer, tent, garage or other outbuilding shall be placed or erected temporarily or permanently on any tract; provided, however, the Board may grant permission for any temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place. Such approved temporary structure shall be removed upon completion of the construction for which permission was granted.

26. After the Board has issued a permit to build and construction of buildings has commenced all improvements must be substantially completed in accordance with the plans and specifications, as approved, within one (1) year from the date such permission is given. If the owner fails to comply with the above conditions, any approval given shall be deemed revoked unless, on written request of the owner made to the Board prior to the expiration date of the designated one (1) year period, the Board may extend the time for commencement and completion. During construction, all building sites shall be kept clear on a weekly basis, and all trash, rubbish and debris removed from the construction site after any construction is completed. Burning of any and all trash, rubbish and debris must be accomplished in accordance with procedures established by the Board. On completion of construction of improvements, exposed openings shall be backfilled and disturbed grounds shall be graded, leveled, paved or landscaped. Ground areas disturbed by grading construction activities shall be replanted or restored at the earliest opportunity.

27. Upon completion of construction, notification in writing shall be given to the Board so that it may determine compliance with these covenants and grant a certificate of occupancy without which no building may be occupied. The Board shall have ten (10) days from receipt of such notice in writing within which to act.

28. The approval or disapproval as required in these covenants shall be in writing and shall be based upon consideration of each submission conforming guidelines and any and all environmental design guidelines which may be adopted, the environmental design guidelines shall take precedence.

29. In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants set forth herein shall continue unimpaired and remain in full force and effect.

(E)

30. No signs whatsoever, including commercial, political or other similar signs, visible from adjoining tracts, or streets, shall be permitted on any tract except as follows: such signs as may be required by legal proceedings; residential identification signs of a combined total face area of one and one half (1-1/2) square feet or less; during the time of construction of any residence or other improvement one job identification sign having a maximum total face area of twelve (12) square feet; not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet; flashing, lighted or moving signs shall not be permitted. No sign of any description or supports or braces for signs, shall be nailed or spiked to any tree. All signs must be

MOTORHOMES  
MUST HAVE  
CARPORT/GARAGE

BUILD WITHIN  
1 YEAR

on their own supporting standards. Advertising banners, pennants and wind powered devices will be reviewed by the Board and must receive prior written approval from the Board before installation. The Board may issue variances as to the above on such conditions and for such time periods as it may deem necessary.

31. All buildings, landscaping, fences, drives, parking areas and any other improvements shall be maintained in good and sufficient repair and such premises shall be kept painted, windows glazed and property otherwise maintained in an aesthetically pleasing manner as determined by the Board. All owners of property shall be responsible for keeping their tracts free from debris, rubbish or trash of any kind. Landscaping shall be properly maintained by the owner of the property, whether said property is occupied or not, in a neat and adequate manner which shall include lawns mowed, underbrush cleared, hedges trimmed, watering when necessary and removal of weeds from planted areas. No owners of any tracts shall be permitted to store wrecked or disabled motor vehicles on a tract or any street nor shall any tract or street be used for the repair, reconstruction or modification of motor vehicles. Storage of building materials before building plans are approved by the Board is prohibited. Upon plan approval and building permit issuance, construction will commence within ninety (90) days, and all exteriors will be completed within one year.

YARD ↓

32. Culverts installed by tract owners from main road within the Subdivision to their driveways are to be properly sized by the Developer.

33. At such time that 50% of the tracts have been sold, and a Homeowners Association has been formed, the duties of the Architectural Control Board will be handled by said Homeowners Association.

34. This property shall be subject to a monthly maintenance charge of SIX AND NO/100 DOLLARS (\$6.00) per tract for the purpose of creating a fund to be known as the "Maintenance Fund" to be paid by the then owner of this property in conjunction with like charges to be paid by other property owners with the same restriction in his deed. This maintenance charge shall be secured by a vendor's lien upon said property and is to be paid yearly on June 1st to Valley Ranch Homeowners Association with any delinquent payments to be increased by a delinquent charge of nine percent (9%) per annum. The original Purchaser of any tract will be allowed a six (6) month moratorium on his Maintenance Fund payments. Such monthly charge may be adjusted by Homeowners Association or its successors from year to year as the needs of the property may, in its judgment require. Said lien shall be junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the owner of said tract to secure the repayment of sums advanced to cover the purchase price for tract or the cost of any permanent improvement to be placed thereon. Non-occupied tracts owned by the Developer or builder are not subject to maintenance charges. Homeowners Association will render and annual accounting of the fund to the owners of the property, showing the receipts and expenditures. It shall apply the total of the funds so collected so far as they may be sufficient toward doing things necessary and desirable in the opinion of the Developer or Homeowners Association which will benefit the owners or occupants of property within the Subdivision, including the maintenance of roads and ditches, etc. Developer, his assigns, or the Homeowner's Association, shall also have the right to use said maintenance fund to enforce these restrictions.

HOA  
MAYBE  
ADJUSTED

35. Under no circumstances is any tract owner to construct roadway or passage to any adjoining property not being a part of the platted Valley Ranch Subdivision.

36. For maintenance and repair purposes, utility easements on back of lots are not to be fenced.