

FOR 14006

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MEADOW LAKES SUBDIVISION
 a Subdivision of 118.77 acres of land
 in the M. H. JAMES HEADRIGHT SURVEY, Abstract No. 305
 Bowie County, Texas

MARYLENE MEGASCO
 BOWIE COUNTY CLERK
 NEW LONDON, TEXAS

THE STATE OF TEXAS |
 |
 COUNTY OF BOWIE |

That THE STATE FIRST NATIONAL BANK OF TEXARKANA, Texarkana, Arkansas, a federally chartered corporation having its principal place of business in Miller County, Arkansas; and, REX THOMAS SIMMONS, JR. and wife, CINDY ANN SIMMONS, being residents of Bowie County, Texas, and being the owners of the property hereinafter described, being a part of MEADOW LAKES SUBDIVISION, a Subdivision of a part of the M. H. JAMES HEADRIGHT SURVEY, Abstract No. 305, Bowie County, Texas, having made and dedicated such Subdivision for the purpose of providing an exclusive residential area with pleasant living conditions, and for the purpose of establishing and maintaining a general plan and building scheme for the protection and benefit of all owners of the property hereinafter described, do hereby covenant and agree that the covenants and restrictions hereinafter set forth shall run with each and every part of the land herein described and shall be binding upon the undersigned and to all purchasers of any part thereof, their respective successors, heirs and assigns, and upon any person or persons who may use or occupy any part of the hereinafter described land for any purpose.

The property herein referred to is as follows:

All that certain tract or parcel of land situated in the M. H. JAMES HEADRIGHT SURVEY, Abstract No. 305, Bowie County, Texas, being a portion of a certain tract of land designated as "Tract 2" in an Assumption Deed dated February 9, 1990, from Southwest Arkansas Co., Inc. to State First National Bank, of record in Volume 1437, Page 265, Real Property Records, Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point for corner at the most Northerly corner of the E. T. Watson Headright Survey, Abstract No. 672, said point being on the West line of said M. H. JAMES HEADRIGHT SURVEY and being North 01° 46' 18" East, 2,963.14 feet from the Southeast corner of the Ashley McKinney Headright Survey, Abstract No. 366, same being an inside corner of said M. H. JAMES HEADRIGHT SURVEY;

THENCE: South 37° 36' 58" East, with an East line of said Watson Headright Survey, same being a West line of said M. H. JAMES HEADRIGHT SURVEY, 318.71 feet to an iron pipe for corner and the Point of Beginning for the herein described tract, said point being on the South line of a certain 1.464 acre tract of land conveyed to Samuel Cortis Clem, by Deed dated October 4, 1989 of record in Volume 1400, Page 300, Real Property Records, Bowie County, Texas;

THENCE: South 37° 36' 58" East, with the dividing line between said Watson and James Headright Survey, 1,655.74 feet to an iron pipe for corner on the East Right-of-way line of Myrtle Springs Road;

THENCE: Easterly along said Right-of-way line, the following:

North 75° 00' 38" East, 253.29 feet to an angle point;
 North 77° 49' 06" East, 93.99 feet to an angle point;

North 82° 01' 17" East, 99.56 feet to an angle point;
 North 86° 10' 04" East, 98.48 feet to an angle point;
 North 89° 20' 24" East, 101.16 feet to an angle point;
 South 89° 45' 16" East, 95.75 feet to an angle point;
 South 89° 37' 37" East, 97.10 feet to an angle point;
 South 89° 16' 17" East, 178.46 feet to an iron pipe for
 corner on the West side of an existing road;

THENCE: Northerly approximately 30.00 feet West of and parallel to
 the center of said road, the following courses and distances:

North 03° 13' 10" East, 292.39 feet to a point at the
 beginning of a curve to the left;

THENCE Northwesterly along the arc of a curve having a radius of
 176.14 feet through a central angle of 54° 25' 36" for a distance of
 167.32 feet to the end of said curve;

THENCE: North 51° 12' 20" West, 418.58 feet to the beginning of a
 curve to the right;

THENCE: Northerly, along the arc of a curve having a radius of 370.54
 feet through a central angle of 51° 25' 47" for a distance of 332.60
 feet to the end of said curve;

THENCE: North 00° 13' 27" East, 559.43 feet to an angle point;

THENCE: North 00° 44' 35" East, 918.80 feet to an angle point;

THENCE: North 01° 07' 36" East, 829.88 feet to an angle point;

THENCE: North 00° 54' 43" East, 279.68 feet to an angle point;

THENCE: North 00° 59' 16" East, 250.01 feet to an angle point;

THENCE: North 01° 10' 34" East, 536.54 feet to an iron pipe for
 corner;

THENCE: North 88° 13' 43" West, 785.15 feet to an iron pipe for
 corner;

THENCE: South 02° 00' 00" West, 536.63 feet to an iron pipe for
 corner;

THENCE: North 88° 00' 00" West, 497.59 feet to a point in a Lake;

THENCE: South 13° 34' 00" East, 975.21 feet to a point for corner;

THENCE: South 12° 15' 08" West, 1,465.74 feet to a point for corner;

THENCE: North 86° 56' 49" West, 128.51 feet to an iron pipe for
 corner at the Northeast corner of the above referenced 1.464 acre
 tract;

THENCE: with the East line of said 1.464 acre tract:

South 03° 00' 02" East, 83.90 feet to a point;

South 73° 28' 02" East, 56.29 feet to a point;

South 02° 09' 02" East, 44.52 feet to a point;

South 56° 59' 58" West, 58.75 feet to a point;

South 03° 40' 39" East, 114.76 feet to an iron pipe for
 corner at the Southeast corner of said 1.464 acre tract;

THENCE: North 88° 00' 02" West, with the South line of said 1.464
 acre, 29.65 feet to the PLACE OF BEGINNING, and containing 118.77
 acres of land, more or less.

NOW, THEREFORE, the land hereinabove described and known as MEADOW
 LAKES SUBDIVISION, and each and every lot in said Addition, shall be burdened
 with the following restrictions and covenants, which shall run with the land,
 to-wit:

1. LAND USE AND BUILDING TYPE. The property herein described shall be
 used for residential purposes. No building or other structure shall be erected,
 constructed or permitted to remain on any lot or building site other than one
 (1) detached single-family dwellings.

2. DWELLING SITE AND CONSTRUCTION REQUIREMENTS. In no event shall any
 dwelling or other structure be placed nearer than fifty (50') feet to any street
 line which adjoins the lot, nor nearer than twenty (20') feet to any adjoining
 lot. Exterior walls of any house within the Subdivision shall consist of at
 least eighty (80%) percent brick-veneer construction or such other exterior
 construction which may be approved by the Architectural Control Committee. All
 single-family dwellings situated upon any lot which adjoins either of the lakes

within the Subdivision shall contain not less than two thousand five hundred (2,500) square feet of heated area. All single-family dwellings upon the remainder of the lots within the Subdivision shall contain not less than two thousand (2,000) square feet of heated area. In no event shall any mobile home, house trailer or other pre-constructed structure be placed or permitted to remain on any portion of the property herein described. The plans and specifications for all dwellings to be situated upon the herein described property shall be submitted to and approved by the Architectural Control Committee as hereinafter required. All storage or out building shall be of the same construction as the main residential dwelling upon any particular lot and shall be constructed in a manner that will harmoniously blend with the scheme of development of such tract of land or plans approved by the Architectural Control Committee. No building, barn or fencing shall ever be erected, placed or altered on the property herein described, unless the complete architectural plans for construction or alteration, are approved in writing by the Architectural Control Committee prior to the commencement of such work. In the event the Architectural Control Committee fails to take any action within sixty (60) days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved.

3. GARAGES: No dwelling shall be serviced by a garage opening to the front or street.

4. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be composed of:

GARY W. TREADWAY
 AVEN C. WILLIAMSON
 LLOYD C. CHAMPION

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 shall have full authority to designate a successor. Neither the members of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee shall exist and remain with full power to act for a period of ten (10) years. The Committee may extend the life of the Committee for an additional ten-year period. Should all of the members of the Architectural Control Committee resign or fail to act or prevent it from performing its duties of establishing the covenants herein, then the record owners of a majority of the lots above described shall have the power at any time, through a duly recorded written instrument, to re-establish that Committee by election to the Committee of three (3) members.

Enforcement shall be by proceeding at law or in equity by any member of the Architectural Control Committee, or any person or persons having a legal or equitable interest in any of the real property upon which these covenants attach against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

5. GENERAL REQUIREMENTS: The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the herein described property conform to and harmonize with the natural surroundings and with existing structures as to external design, materials, color, height, topography, grade and finished ground elevation. The Architectural Control Committee shall protect the seclusion of each homesite from other homesites insofar as possible. The Architectural Control Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

6. ARCHITECTURAL COMMITTEE NOT LIABLE: The Architectural Control Committee shall not be liable for damages to any person submitting any architectural plans for approval, or to any owner or owners of any part of the herein described property by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such architectural plans.

7. EASEMENTS: All utility transmission lines shall be located underground. Utility, drainage and access easements are reserved over the lots as shown on the recorded plat, and such shall always bear and be charged with an easement for drainage, for access to utilities and for the purpose of placing and maintaining thereon and thereunder any and all improvements or apparatus, pipes, conduits and other instrumentalities necessary or needful in and about the transmitting, conducting and distributing of electric current, telephone and other public utility services, and to that end, the agents, servants and employees of any person, firm or corporation giving public utility services shall have the right of ingress and egress to and from and in, over and across said easements so reserved. No improvements or hindrance shall be placed upon such easement area as shown on the recorded plat that will interfere with the operation and maintenance of such public utility.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale, rent, or signs used by a builder to advertise the property during construction and sales periods.

9. WATER SUPPLY. No septic tank system shall be permitted on said property unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Texas Public Health Authority and in no event, however, shall any septic tank system be constructed or maintained in such a manner that there shall be any seepage over the tank or lines. Approval of such system as installed shall be obtained from any such health authority and the Architectural Control Committee.

All water wells servicing the residences to be built upon each respective lot within the Subdivision shall be located as approved by the Architectural Control Committee so as not to interfere with the location of the sanitary septic system to be installed on any adjacent lot.

10. NUISANCES: No noxious or offensive activity shall be carried on upon any lot within the above tract of land, nor shall anything be done thereon which may be used or may become an annoyance or nuisance to the neighborhood. At no time shall any abandoned or junk automobiles or vehicles be allowed to remain upon any lot or residential building site at any time.

11. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. PROVIDED, HOWEVER, no more than three (3) horses shall be allowed to remain upon each respective lot so long as the same are not bred or raised for commercial purposes. Dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. At no time shall any hogs or swine be permitted upon any lot or building site.

12. GARBAGE AND REFUSE DISPOSAL: No lot or building site shall be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste materials shall be allowed upon said properties unless they are kept in sanitary containers. All incinerators or other equipment for the storage and disposal of waste materials shall be kept in a clean and sanitary condition.

13. BEAUTIFICATION: Each owner of each individual lot or building site shall regularly cut the grass and weeds thereupon and shall maintain the same free of rubbish or trash. No lot or building site shall be allowed to grow up in vegetation at any time. All shrubbery shall be kept trim and neat in appearance at all times.

14. ON STREET PARKING: There shall be no permanent on-street parking in any area of the subdivision.

15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') feet 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, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

16. LAND NEAR PARKS AND WATER COURSES: No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20') feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked in such fill unless approved by the Architectural Control Committee.

17. SPECIAL USE RESTRICTIONS: Said property is to be used solely for residential purposes. Accessory use of said property or residence for wholesale or retail businesses or home occupation business are specifically prohibited unless approved by the Architectural Control Committee. Provided, an office for professional services may be retained in one room in the residence provided no signs or other media of advertising is erected on the premises or attached to any building thereon.

18. FENCES: No barbed-wire fencing shall be allowed to be used within the Subdivision.

19. BOATING RESTRICTIONS: On the lakes that adjoin the hereinabove described lands, no outboard motors in excess of 10 h.p. will be permitted, and any boating activities upon such lakes will be done in such a manner so as to avoid any unnecessary erosion or other damage to the shoreline, banks and/or docks of any adjoining landowners.

20. SEVERABILITY: Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

These restrictions are for the mutual benefit of each owner of each lot in MEADOW LAKES SUBDIVISION. If any owner of any lot or building site shall hereafter violate or attempt to violate any of the restrictions and covenants set forth above, it shall be lawful for any other person owning any interest in any of the other lots or building sites, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and either to prevent him, her or them from so doing or to recover damages from such violation. If the party complaining of such violation is successful in such legal action against the person violating or attempting to violate such covenants or restrictions, the person or persons violating or attempting to violate such covenants or restrictions shall pay the attorney's fees of the complaining party and court costs in connection with such proceeding. These restrictions shall be for a term of thirty (30) years from the date hereof and shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots or building sites within said MEADOW LAKES SUBDIVISION shall execute a document agreeing to cancel these restrictions or any part thereof and have such document duly recorded in the Office of the County Clerk of Boyie County, Texas.

WITNESS OUR HANDS on Nov. 23rd, 1992.

THE STATE FIRST NATIONAL BANK
OF TEXARKANA, Texarkana, Arkansas

Rex Thomas Simmons, Jr.
Rex Thomas Simmons, Jr.

BY: [Signature]
EVP.

Cindy Ann Simmons
Cindy Ann Simmons

ATTEST:

BY: [Signature]

THE STATE OF ARKANSAS |
COUNTY OF MILLER |

This instrument was acknowledged before me on Nov. 23, 1992, by Wayne Champion, J. Michael Cross of THE STATE FIRST NATIONAL BANK OF TEXARKANA, Texarkana, Arkansas, a federally chartered corporation, on behalf of said corporation.

[Signature]
Notary Public, County of: MILLER, State of: ARKANSAS
My Commission Expires NOVEMBER 16, 1993
Annavene Tompkins
Printed Name of Notary Public

THE STATE OF TEXAS
COUNTY OF BOWIE

This instrument was acknowledged before me on 11-23-92,
1992, by REX THOMAS SIMMONS, JR. and CINDY ANN SIMMONS.

Nancy L. Braunitzer
Notary Public in and for the
State of: TEXAS
My Commission Expires: 10-21-96

NANCY L BRAUNITZER
Printed Name of Notary Public



per

1A006 PROTECTIVE AND RESTRICTIVE COVENANTS

FOR

MEADOW LAKES SUBDIVISION

*2200
8500 Hwy*

*St. Patrick
11-23-92*

a Subdivision of 118.77 acres of land
in the M.H. JAMES HEADRIGHT SURVEY,
Abstract No. 305, Bowie County, Texas

52 NOV 24 PM 2:51

MARYLENE HEGASCO
BOWIE COUNTY CLERK
NEW EUSTON, TEXAS

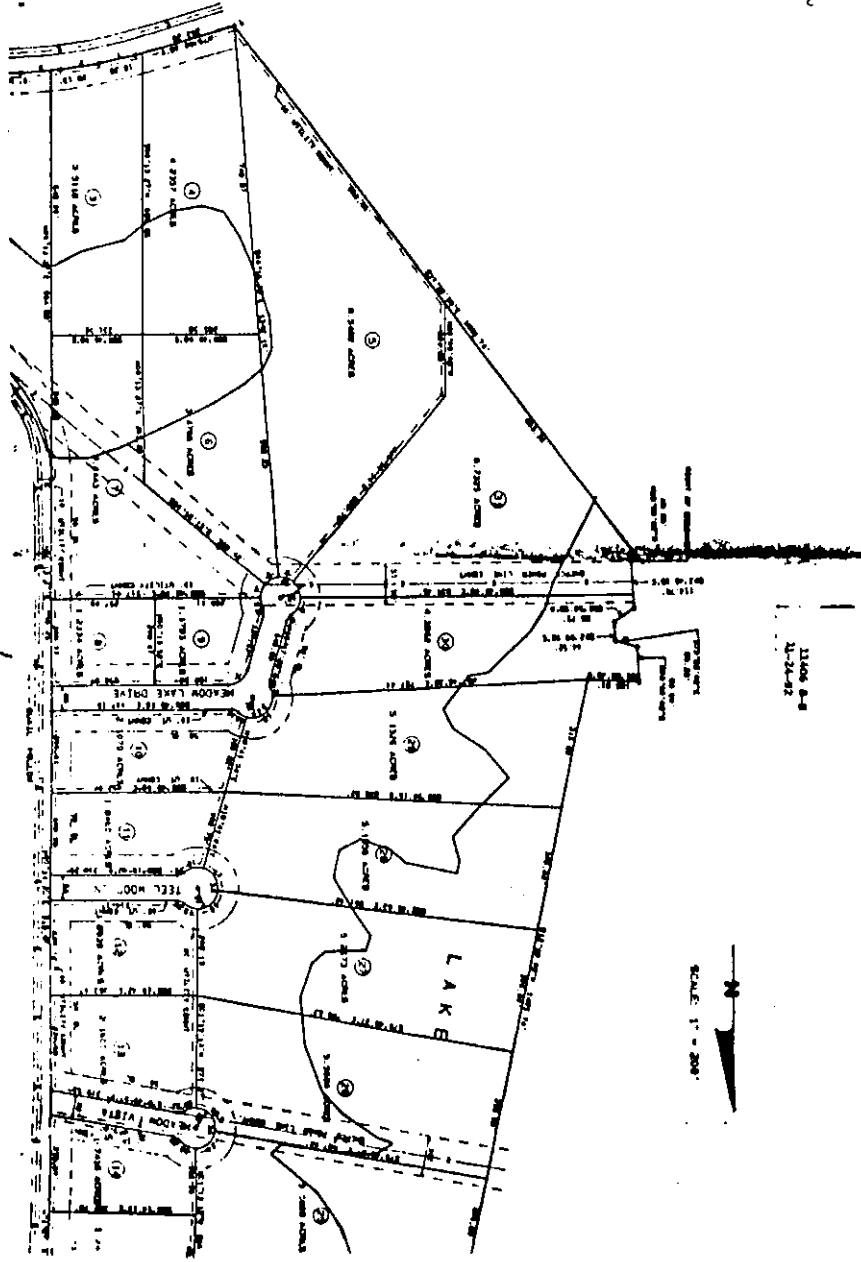
*Walter C. Champion
PO Box 8000
Arlington, Ark 75502*

Return to:

KENNEDY, ANDERSON, MILLER, JAMES & MILLER
ATTORNEYS AT LAW
701 OLIVE STREET
TEXARKANA, TEXAS 75504 P. O. BOX 3041

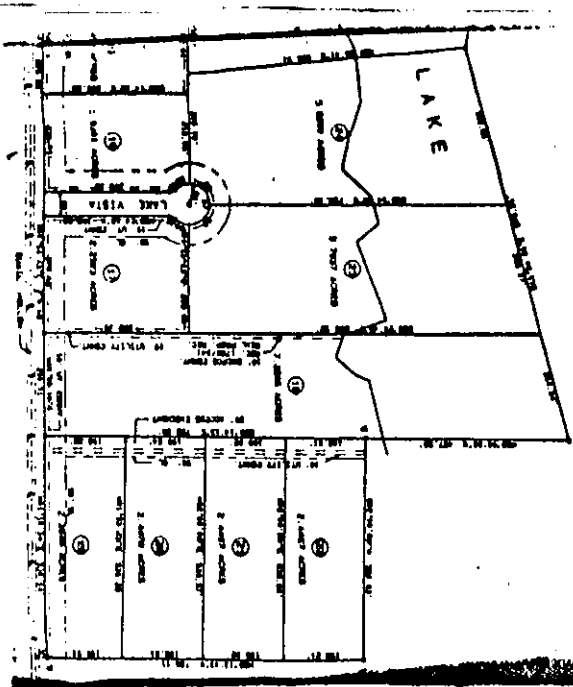
SECTION 24 T8 2 S1
MARBLE COUNTY
PLAT 1864
PAGE 327

1864



11406 8-8
11-24-92

SCALE 1" = 200'



1. The first line of the boundary of the 2.000 acre parcel is a straight line bearing S 89° 15' 00" W for a distance of 1,200.00 feet to the intersection of the center line of the 100-foot wide road.

2. From the intersection of the center line of the 100-foot wide road, the boundary of the 2.000 acre parcel is a straight line bearing S 00° 00' 00" W for a distance of 1,200.00 feet to the intersection of the center line of the 100-foot wide road.

3. From the intersection of the center line of the 100-foot wide road, the boundary of the 2.000 acre parcel is a straight line bearing N 89° 15' 00" W for a distance of 1,200.00 feet to the intersection of the center line of the 100-foot wide road.

4. From the intersection of the center line of the 100-foot wide road, the boundary of the 2.000 acre parcel is a straight line bearing N 00° 00' 00" W for a distance of 1,200.00 feet to the intersection of the center line of the 100-foot wide road.

5. From the intersection of the center line of the 100-foot wide road, the boundary of the 2.000 acre parcel is a straight line bearing S 89° 15' 00" W for a distance of 1,200.00 feet to the intersection of the center line of the 100-foot wide road.

6. From the intersection of the center line of the 100-foot wide road, the boundary of the 2.000 acre parcel is a straight line bearing S 00° 00' 00" W for a distance of 1,200.00 feet to the intersection of the center line of the 100-foot wide road.

7. From the intersection of the center line of the 100-foot wide road, the boundary of the 2.000 acre parcel is a straight line bearing N 89° 15' 00" W for a distance of 1,200.00 feet to the intersection of the center line of the 100-foot wide road.

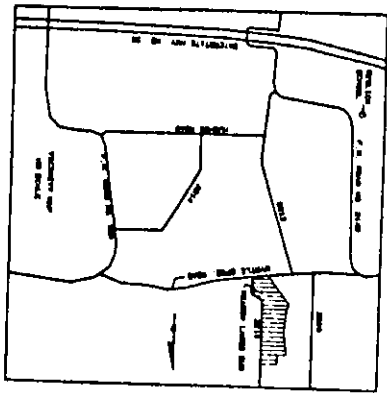
8. From the intersection of the center line of the 100-foot wide road, the boundary of the 2.000 acre parcel is a straight line bearing N 00° 00' 00" W for a distance of 1,200.00 feet to the intersection of the center line of the 100-foot wide road.

9. From the intersection of the center line of the 100-foot wide road, the boundary of the 2.000 acre parcel is a straight line bearing S 89° 15' 00" W for a distance of 1,200.00 feet to the intersection of the center line of the 100-foot wide road.

10. From the intersection of the center line of the 100-foot wide road, the boundary of the 2.000 acre parcel is a straight line bearing S 00° 00' 00" W for a distance of 1,200.00 feet to the intersection of the center line of the 100-foot wide road.

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Robert M. Brown
 Surveyor
 License No. 12345
 State of Michigan



MEADOW LAKES SUBDIVISION
 A SUBDIVISION OF A PART OF THE N 1/4 JAMES
 IN BOWIE COUNTY, TEXAS.

MAY 22 1962

W. J. Thomas
 W. J. Thomas, Esq.
 Attorney at Law

CERTIFICATE OF MAPPING

I hereby certify that the above plat was filed in the public records of this county, Texas, on the 22nd day of May, 1962, and that the same complies with the requirements of the laws of this State in that regard. This certificate is subject to the provisions of the laws of this State relating to the recording of maps and plats.



CERTIFICATE OF MAPPING BY OWNER

I hereby certify that the above plat was prepared by me or under my direct supervision and that it complies with the requirements of the laws of this State in that regard. This certificate is subject to the provisions of the laws of this State relating to the recording of maps and plats.

W. J. Thomas
 W. J. Thomas, Esq.
 Attorney at Law

CERTIFICATE OF MAPPING BY COUNTY CLERK

I hereby certify that the above plat was filed in the public records of this county, Texas, on the 22nd day of May, 1962, and that the same complies with the requirements of the laws of this State in that regard. This certificate is subject to the provisions of the laws of this State relating to the recording of maps and plats.

W. J. Thomas
 W. J. Thomas, Esq.
 Attorney at Law

CERTIFICATE OF MAPPING BY COUNTY CLERK

I hereby certify that the above plat was filed in the public records of this county, Texas, on the 22nd day of May, 1962, and that the same complies with the requirements of the laws of this State in that regard. This certificate is subject to the provisions of the laws of this State relating to the recording of maps and plats.

W. J. Thomas
 W. J. Thomas, Esq.
 Attorney at Law

MURRAY, THOMAS, & GRIFFIN, INC.
 P. O. BOX 3786

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MARYLENE MEGASON, COUNTY CLERK, BOWIE COUNTY, TEXAS
 BY: *Helma G. Graw* DEPUTY