

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HI 5 ESTATES

This Declaration of Covenants, Conditions and Restrictions for Hi 5 Estates (this "Declaration") is made and entered into as of the date hereinafter set forth by Declarant (as hereinafter defined).

Whereas, Declarant is the owner of that certain tract of parcel of land containing 3.66 acres and being part of the Joseph M. Ford Survey, Abstract No. 331, Hunt County, Texas, such property being described as this plat and incorporated herein by reference (the "Property"); and

Whereas, Declarant hereby declares that all of the Property and any Lots thereof shall be held, sold, used and conveyed subject to the covenants, conditions and restrictions contained in this Declaration which shall run with the land and Property and that this Declaration shall be binding upon any and all parties having any right, title or interest in and to any portion of the Property, their heirs, successors, successors-in-interest or title and assigns, and shall inure to the benefit of any portion of the Property.

NOW THEREFOR, Declarant does hereby declare as follows with respect to the Property:

1. All dwellings located anywhere on the Property must be site built from new material with a minimum square footage of living space to be not less than 1,500 of heated and cooled living space; and
2. All prefabricated homes, including, but not limited to mobile homes, manufactured homes, and railroad cars, are prohibited on the Property and on any Lot for any purpose; and
3. No Lot shall be subdivided for personal use, for sale or resale or for any other purpose. No more than one (1) single family residences are allowed on any Lot; and
4. No temporary structures, outbuildings and/or tents shall be erected on and Lot or on the Property at any time for use as a permanent dwelling except that temporary housing such as an RV is allowed to be placed on a Lot provided it is inhabited and provided further that it shall not remain on such Lot or the Property for than six (6) months from the date it was first so placed; and
5. Inoperable, junk or abandoned vehicles, wrecking yards and/or un-registered vehicles shall not be permitted on any Lot or on the Property nor may any Lot or the Property be used for dumping trash or garbage or open storage of surplus scattered material; and
6. Used and/or old buildings shall not be moved to or situated on any Lot or on the Property. A new storage building may be constructed on or moved to a Lot so long as it is not used for human habitation; and
7. Outside toilet facilities shall not be constructed or maintained on any Lot or on the Property. Any and all sewage disposal systems must be approved by the state and local departments of health and other governing bodies, as applicable, and shall be maintained at all times in accordance with all relevant laws, rules and regulations including any and all state and county sanitary laws. All plumbing and drains must be connected with watertight septic tanks of approved construction; and
8. Dog Kennels shall not be kept on any Lot or on the Property and no Lot shall be used to raise dogs for any commercial purpose; and
9. Dogs must be contained in a fenced area and not allowed to run or roam free outside; and
10. Swine shall not be allowed on any Lot or on the Property for purpose other than youth 4-H or FFA projects; and
11. Poultry shall not be raised or allowed on any Lot for any commercial purpose; and
12. No more than one (1) large animal may be kept on any Lot; and

13. No obnoxious or offensive trade or activity shall be conducted on any Lot or on the Property nor shall anything be done on any Lot or on the Property which may be or become an annoyance or nuisance to others; and
14. Firearms shall not be used or displayed in any irresponsible or dangerous manner. AT no time shall any part of a Lot or the Property be used for a firing or gun range nor shall any person conduct target practice on the same; and
15. All dwelling construction on any particular Lot shall be completed within twelve (12) months of beginning of construction of the same; and
16. These covenants, conditions and restrictions are hereby declared to be covenants running with the land and all of the Property shall be held, sold, used and conveyed subject to the covenants, conditions and restrictions contained in this Declaration which shall run with the land and with the Property and that this Declaration shall be binding upon any and all parties having any right, title or interest in and to any portion of the Property, their heirs, successors, successors-in-interest or title and assigns, and shall inure to the benefit of any portion of the Property; and
17. If any person or persons shall violate or attempt to violate any of these covenants, conditions and restrictions it shall be lawful for the Declarant or any owner of any part of the Property to prosecute proceedings at law or in equity against the person violating or attempting to violate any provision of this Declaration, either to restrain violation or to recover damages or both; and
18. Invalidation of any one of these covenants, conditions and/or restrictions by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.