

DECLARATION OF RESTRICTIVE COVENANTS OF THE HERITAGE VISTA SUBDIVISION

Basic Information

Filed for Record in: Nacogdoches County On: May 22, 2009 at 03:27P As a Recording Document Number: 137618 Amount 36.00 Receipt Number - 71447 By: Carol Wilson, County Clerk

Date: May 22, 2009 Declarant: JEFF ABT and wife, LEABETH ABT

Declarant's Address: 307 N. Lanana, Nacogdoches, Nacogdoches County, Texas 75961

Property: All those certain lots or parcels of land in the City of Nacogdoches, Nacogdoches County, Texas, and being Lot Nos. 1, 2 and 3 of the Heritage Vista Subdivision as shown on Plat recorded in Volume 9, Page 24 of the Plat Records of Nacogdoches County, Texas.

Definitions

- 'Covenants' means the covenants, conditions, and restrictions contained in this Declaration. 'Declarant' means Jeff Abt and Leabeth Abt and any successor that acquires all Lots owned by Declarant for the purpose of development and is named as successor in a recorded document. 'Easements' means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record. 'Lot' means each tract of land designated as a lot on the Plat. 'Owner' means every record Owner of a fee interest in a Lot. 'Plat' means the Plat of the Property recorded in Volume 9, Page 24, of the Plat Records of Nacogdoches County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration. 'Residence' means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots. 'Single Family' means a group of individuals related by blood, adoption, or marriage. 'Structure' means any improvement on a Lot (other than a Residence), including a fence, wall, outbuilding, or recreational equipment. 'Subdivision' means the Property covered by the Plat and any additional property made subject to this Declaration. 'Vehicle' means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

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Clauses and Covenants**A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for one approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by this Declaration;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity; no exterior lighting of any sort will be installed or maintained on any Lot where the lighting is offensive or a nuisance to other Owners.
- d. any dumping of rubbish;
- e. any storage of—

- i. building materials except during the construction or renovation of a Residence or a Structure; O
- ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or F
- iii. unsightly objects unless completely shielded by a Structure; R
- f. any exploration for or extraction of minerals; O
- g. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed three (3) confined to a fenced yard or within the Residence; 3
- h. any commercial or professional activity except reasonable home office use; O
- i. the renting of a portion of a Residence or Structure; O
- j. the drying of clothes in a manner that is visible from the street; O
- k. the display of any sign except— 1
- i.. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and O
- ii. political signage not prohibited by law; 1
- l. installing a log home, a mobile home, manufactured home, travel trailer, manufactured housing, motor home, or house trailer on a Lot;
- m. moving previously constructed house onto a Lot;
- n. interfering with a drainage pattern or the natural flow of surface water;
- o. hunting and shooting;
- p. occupying a Structure that does not comply with the construction standards of a Residence;
- q. any excavation or removal of dirt from a Lot, except in connection with the construction of a Residence or Structure;
- r. any camping, or use of any temporary structure as a residence;
- s. parking of any Vehicle with weight in excess of one (1) ton, on the street, driveway or Lot overnight;
- t. keeping of any Vehicle which transports flammable or explosive cargo within the Subdivision; and

- u. dumping of any stumps, trash, underbrush or rubbish on any adjoining Lot or street.

D. Construction and Maintenance Standards

1. Lots.

- a. **Subdivision Prohibited.** No Lot may be further subdivided.
- b. **Easements.** Easements for the construction, installation and maintenance of utilities and drainage facilities are shown on the Plat. No Residence or structure may be placed within said easements, or constructed so as to interfere with said easements. No other easement in a Lot may be granted. There shall be no access across any Lot to any adjoining tract or parcel of land.
- c. **Maintenance.** Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. Residences and Structures

- a. **Aesthetic Compatibility.** All Residences, Structures, and Landscaping must be aesthetically compatible with the Subdivision.
- b. **Maximum Height.** The maximum height of a Residence is two (2) stories.
- c. **Required Area.** The total livable area of a Residence, exclusive of porches, garages, or carports, must be at least 2,475 square feet.
- d. **Location on Lot.** No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence.
- e. **Garages.** Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure. The garage must have only one entry in relation to the street.
- f. **Damaged or Destroyed Residences and Structures.** Any Residence or Structure that is damaged must be repaired within sixty (60) days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within sixty (60) days and the Lot restored to a clean and attractive condition.
- g. **Fences, Walls, and Hedges.** No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences. No barbed wire, chain link, hog-wire or similar wire fence may be constructed on any Lot.
- h. **Antennae.** No antenna, satellite dish, or associated wires may be visible from the street.
- i. **Traffic Sight Lines.** No landscaping that obstructs traffic sight lines may be placed on any Lot.

j. **Landscaping.** Landscaping must be installed within one hundred twenty (120) days after occupancy.

3. **Building Materials for Residences and Structures**

a. **Roofs.** Only thirty (30) year, laminated shingle or metal roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color. All roofs must have a pitch of not less than 6/12.

b. **Air Conditioning.** Window- or wall-type air conditioners may not be used in a Residence.

c. **Exterior Walls.** All Residences must have at least seventy (70) percent of their exterior walls, including exposed foundation, constructed of stone, brick, or stucco (minus windows and doors).

d. **Driveways and Sidewalks.** All driveways and sidewalks must be surfaced with concrete.

e. **Lot Identification.** Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

f. **Structures.** The exterior walls of all structures must be constructed of a material and be painted a color which are aesthetically compatible with the Residence to which it is appurtenant.

E. **General Provisions.**

1. **Term.** This Declaration runs with the land and is binding for a term of twenty-five (25) years. Thereafter this Declaration automatically continues for successive terms of the (10) years each, unless within three (3) months before the end of a term all of the Owners vote not to extend the term.

2. **No Waiver.** Failure by an Owner to enforce this Declaration is not a waiver.

3. **Corrections.** Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. **Amendment.** This Declaration may be amended at any time by the affirmative vote of all of the Owners.

5. **Severability.** The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.

6. **Notices.** Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

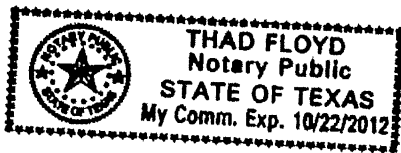
Jeff Abt
JEFF ABT

Leabeth Abt
LEABETH ABT

THE STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

This instrument was acknowledged before me on the 22 day of May, 2009, by Jeff Abt.



Thad Floyd
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

This instrument was acknowledged before me on the 21 day of May, 2009, by Leabeth Abt.



Michelle Fanguy
NOTARY PUBLIC, STATE OF TEXAS

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SCHEDULE D

(Continued)

You are further advised that the estimated title premium* is:

Owner's Policy	\$	757.00
Loan Policy	\$	100.00
Total	\$	857.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.