

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESERVATIONS, AND
EASEMENTS FOR THE HICKS 2 ACRE WOODED PARCEL
(Property Code 14-12-49)**

1. The premises shall be used for residential purposes only and only one (1) single-family residential dwelling may be erected or maintained on the premises.
2. In addition, a garage for not more than three (3) cars may be erected as part of the dwelling or separate from the dwelling. Storage buildings or other outbuildings may be constructed only if approval is obtained from the developer.
3. In-home or wholesale businesses which do not create a nuisance to other lots shall be permitted only with the written permission of the Developer. If permission is granted for a business, it cannot be assigned or transferred without the written permission of the Developer.
4. No unregistered vehicle shall remain on the premises for more than one (1) month following the expiration of its registration, unless said vehicle is garaged. No junk or trash shall be disposed of on any lot. All trash, garbage, and refuse shall be stored in covered metal or plastic receptacles, or otherwise concealed from view by an enclosure or screening approved by Developer.
5. This lot may not be further subdivided.
6. No single-wide mobile homes (trailers) or temporary structures shall be kept, maintained, or allowed on the premises. Dwellings other than on-site construction (modular and double-wide homes) must be approved by the developer prior to construction.
7. Grantees shall refrain from interference with all natural drainage courses and swales.
8. The exterior of any dwelling or garage must be completed within twelve (12) months from the start thereof, or else there shall be assessed against Grantee liquidated damages in the amount of Twenty (\$20.00) Dollars per day for that time beyond the foregoing twelve (12) month period until such construction completed. Landscaping shall be completed within two (2) years after the start of construction. All driveways shall be constructed and maintained to a mud-free standard.
9. Minimum finished square footage of living space of all dwelling houses, excluding basements and garages, must be at least One Thousand Eight Hundred (1,800) square feet, provided that Developer retains and shall have the exclusive right to waive such a provision if, in his judgment, a waiver is required by special circumstances. Such waiver decision by Developer shall be final and binding. Neither the Developer, nor their heirs or assigns, shall be liable in damages to anyone affected by these Covenants by reason of mistake in judgment, negligence, or nonfeasance.
10. At no time shall any lot be stripped of its topsoil, except to the extent necessary for approved construction, and no topsoil shall be removed after the construction of the house is completed.
11. When the words Grantee, Grantees, or Developer are used in this document, those words are intended to include and shall be binding upon the heirs, executors, administrators, legal representatives, successors, and assigns of Grantee, Grantees, and Developer.
12. These covenants shall expire on December 31, 2022.