

**PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
HIDDEN ACRES ADDITION
(LOTS 3-43)**

The land hereinabove described is known as Hidden Acres Addition, Lots 3 through 43 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 that specifically approved by the Architectural Control Committee and in no event shall any dwelling or other structure be placed nearer than twenty-five (25) feet to any street line which adjoins the lot, nor nearer than seven (7) feet to any adjoining lot. All dwellings upon the lots within the Addition shall not contain less than 1200 sq. ft. of heated area and shall have exterior walls comprised of a minimum of 75% brick. 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 suited upon the herein described property shall be submitted to and approved by the Architectural Control Committee as hereinafter required. All storage or outbuildings shall be at least sixty (60) feet from the front property line and at least ten (10) feet from any property line and 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 Addition. No improvements of any kind, including but not limited to dwelling houses, outbuildings, swimming pools, tennis courts, fences, walls, garages, drives, antennae, flag poles, curbs and walks, shall ever be constructed 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.
2. **Architectural Control Committee:** The Architectural Control Committee shall be composed of:

Laurie W. Hearn
Stephanie C. Murdock
Todd Graham

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. 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.

3. **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 home site from the other home sites 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 said covenants.
4. **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 the herein conveyed property, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such architectural plans.
5. **Nuisances:** No noxious or offensive activity or loud noises shall be carried on upon any lot within the above tract land, nor shall anything be done thereon which may be used or may become an annoyance or nuisance to the neighborhood. No mining quarrying, tunneling, excavating for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted within the limits of **Hidden Acres Addition**. At no time shall any unsightly objects such as abandoned or junk vehicles or automobiles, trash, used materials, etc. be permitted to remain upon any lot or residential building sight.
6. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or residential building site at any time, except that 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.
7. **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 condition.

8. **Easements:** Easements as shown by the Plat of Hidden Acres Addition are reserved for the installation and maintenance of utilities and shall always bear and be charged with the utility easement for the purpose of placing and maintaining thereon and there under, any and all improvements or, pipes, wires, cables, conduits and other instrumentalities necessary and needful in and about the transmitting, conducting, and distribution 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 to and egress from and in and over and across said easements area that will interfere with the operation and maintenance of such public utility.
9. **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.
10. **Re-Subdivision Prohibited:** The property herein described shall not be subdivided into smaller tracts so as to create more lots or building sites than shown on the Plat. This restriction shall not prohibit the conveyance of portions of lots so long as the total number of lots and building sites as shown by the Plat is not increased. This restriction shall be effective for a period of thirty (30) years from the date hereof.
11. **Antenna and/or satellite dishes:** No antenna or satellite dish shall be placed or permitted to remain upon any building site nearer than 20 feet from any property line. The height of any antenna or satellite dish shall not exceed 20 feet.

These restrictions are for the mutual benefit of each owner of each lot in Hidden Acres Addition. 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 Hidden Acres Addition 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 Bowie County, Texas.

Executed at Texarkana, Bowie County, Texas, on this 28th day of MARCH, 2000.

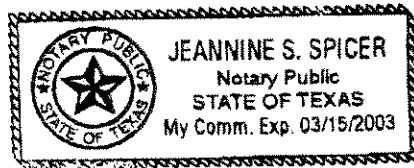
Robert B. Murdock
Robert B. Murdock

THE STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me on March 28, 2000, by ROBERT B. MURDOCK.

Jeannine S. Spicer
Notary Public in and
for the State of
TEXAS
My Commission
Expires: 3/15/2003



Jeannine S. Spicer
Printed Name of
Notary Public